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\* To be filed in front of SF33

## **Section C - Description/Specifications**

### **C.1 PERFORMANCE WORK STATEMENT**

#### **A. BACKGROUND AND MISSION**

The U.S. Department of Energy (DOE) Environmental Management Consolidated Business Center (EMCBC) operates Building 55 at the Denver Federal Center (DFC), Lakewood, Colorado. The primary mission performed at the facility is the operation of the EMCBC Classification Office, its support functions, and the maintenance and management of classified and litigation records from the former Rocky Flats Environmental Technology Site. Mission-related activities also include responses to and the support of periodic information requests from various sources related to documents managed by the EMCBC Classification Office in Building 55. Many of these records, both classified and unclassified, must be maintained in Colorado because of pending litigation, per the direction of the Department of Justice. Based on DOE and National Archives and Records Administration (NARA) records retention schedules, many of the materials currently stored in Building 55 must be retained for significant periods of time (twenty-five years or longer). The facility houses an active working resource consisting of historical Rocky Flats operational information, much of which is highly technical in nature, and the attendant human capital. In addition to the Environmental Management (EM) organization, the facility is a valuable resource for many other DOE Program Offices as well as other federal government agencies.

Building 55 is a General Services Administration (GSA)-leased facility that provides office space for federal and contractor personnel, as well as records storage, including a classified records vault-type room. Tenants of this facility include approximately 10 DOE EM employees (including EM - Headquarters (HQ), EMCBC Cadre, EMCBC Legal, and EMCBC Contracting staff) plus contractor personnel performing under this and other contracts.

#### **B. OBJECTIVE**

The contractor shall provide support for the EMCBC Classification Office, including technical expertise, security, and document/records and information management activities and Denver Federal Center (DFC) Building 55 operations for specified periods of performance, and in accordance with the general technical requirements listed below. The contract Period of Performance shall be five (5) years consisting of a one-year base period that includes a 90 day transition period and four (4) single year option periods.

#### **C. WORK SCOPE REQUIREMENTS**

The contractor shall provide technical support, as described in tasks one through five below, to the DOE EMCBC, primarily at the Denver Federal Center Building 55.

There are five (5) tasks for this work effort.

**TASK 1 – SECURITY:** Provide security services for Building 55 residents and for the protection of classified holdings in the Exclusion Area of Building 55. These services will be in the topical areas of Personnel Security, Physical Security and Information Security. Services shall include developing, implementing, and maintaining local security plans and procedures to supplement DOE Orders and Manuals, providing training to Building 55

personnel, performing assessments, and conducting surveys. *Services performed in support of this task/subtasks do not include guards (armed or un-armed) nor the purchase of materials.*

Subtask 1.1 PERSONNEL SECURITY. The contractor shall provide services in support of its personnel for reinvestigations, grants, extensions, transfers, reinstatements, upgrades and termination of access authorizations (security clearances). This support also includes services and training for Initial, Comprehensive, Annual Security Refresher and Termination security briefings. The contractor shall provide Local Site Specific badging services to Building 55 personnel/visitors. The contractor shall provide coordination for Homeland Security Presidential Directive 12 Credentialing with the DOE-EMCBC.

The contractor shall establish and maintain a drug testing program in accordance with DOE Order 350.1 Change 1 CHAPTER VIII. Section J Attachment D provides a listing of this and other applicable Directives for the contract.

Subtask 1.2 PHYSICAL SECURITY. The contractor shall provide security services for the protection of classified documents at the Secret Restricted Data level in the Building 55 Exclusion Area. These services include administration and maintenance of a combination of alarms, barriers, doors and locks that provide adequate security measures in accordance with DOE Manual 470.4-2, Physical Security Program. Security services shall also be provided for the protection of personnel and government property through maintenance of the non-Exclusion Area of Building 55 as a Property Protection Area. The contractor shall complete an annual self-assessment of Bldg 55, DOE Facility Code # 10113, no later than 30 June and submit the results to the Contracting Officer's Representative (COR). The contractor shall establish and maintain a working relationship with the DFC's Federal Protective Service which provides the response force and alarm monitoring for Building 55.

Subtask 1.3 INFORMATION SECURITY. The contractor shall provide services for the protection of classified interests in the areas of Classified Matter Protection and Control (CMPC), Operations Security, Classified and Unclassified Cyber Security and the Protected Transmission Systems Security. CMPC includes processing and mailing classified documents per applicable regulations regarding handling and packaging. For outgoing classified mail the contractor shall confirm that correct Classified Mailing Address has been used and check for correct markings. For incoming mail the contractor shall verify contents with receipt, assign a file code and retention schedule if applicable, log into database and distribute. The contractor shall send and receive classified faxes. The contractor shall manage an Accountable Classified Removable Electronic Media (ACREM) Program that provides accountability and protection to include monthly inventories and a related formal documented check in/out process. The contractor shall provide annual refresher training for Classified Cyber Security Users in the Building 55 Exclusion Area.

When applicable, the contractor shall pick up mail at least three (3) times per week from the Post Office on the south side of the Denver Federal Center on Alameda Street, Lakewood, Colorado utilizing a government furnished vehicle/transportation.

Subtask 1.4 TRAVEL- Non-Labor (Charged to CLIN 00008, 00016, 00024, 00032,

and 00040). Security subject matter experts shall attend meetings and training as required and directed by the CO. Cleared individuals who have potential access to Sigma 15 information shall travel to take polygraph testing as required and directed by the CO.

**TASK 2 – DOCUMENT/RECORDS MANAGEMENT:** The contractor shall maintain records in accordance with DOE EMCBC Records Management Policies and Procedures. This includes a contractor developed/maintained organizational file plan for Building 55 as well as providing support for and implementing the management of the lifecycle of documents and records; including creation, use and disposition (Destruction/Transfer) in accordance with established NARA, DOE and EMCBC Procedures. The contractor shall provide search services for identification and location of documents/records containing requested information and other document management-related activities. This includes processing and completing approved EMCBC Corporate Activity Resource Requests (CARRs). This also includes assisting the COR with the coordination and clarification of work requests (CARRs) for services associated with Tasks 2.1 of this Performance Work Statement (PWS).

Subtask 2.1 SERVICE REQUEST ADMINISTRATION AND RECORDS SEARCHES (CLASSIFIED AND UNCLASSIFIED). The contractor shall coordinate the receipt and assignment of all CARRs from the COR in response to requests for records searches. The contractor shall provide assistance to customers to ensure CARRs are completed and the service and due dates are negotiated and established. The contractor shall locate documents as directed for information requests, litigation activities, and similar requests.

Subtask 2.2 DOCUMENT/RECORD MAINTENANCE, RETENTION, AND DISPOSITION. The contractor shall prepare and maintain a documented records inventory and validate/assign retention schedules to new and existing documents/records and ACREM pursuant to DOE approved record retention schedules and EMCBC procedures. The contractor shall identify and segregate records eligible for destruction pursuant to EMCBC procedures and in conjunction with Records Management Field Officer (NO DESTRUCTION OF RECORDS IS PERMITTED WITHOUT THE APPROVAL OF THE EMCBC OFFICE OF LEGAL SERVICES AND THE CONTRACTING OFFICER). The contractor shall prepare and transfer records to other storage facilities as directed. The contractor shall manage all new records according to applicable EMCBC procedures and DOE Orders.

Subtask 2.3 DOCUMENT SCANNING PROJECT. The contractor shall provide the personnel, equipment, and supplies necessary to convert the historical classified holdings identified as records and assigned retention schedules (greater than five years beyond contract start date) within the Building 55 Vault Type Room to electronic media.

As part of the document scanning subtask, the contractor shall develop a detailed Scanning Plan describing the equipment, software, hardware/software interfaces, and the operation of the scanning service. The scanning Plan shall also include a System Test Plan and Acceptance Criteria based on the minimum criteria established for electronic records from NARA Guidance Documents. At completion of the development, installation and certification, but prior to Project start up, the contractor shall provide to the CO, system documentation sufficient to enable continued operation, maintenance and support of the

system beyond the performance period of the contract. The system will require the development of operating and maintenance procedures, system manuals and a data dictionary. The system, software, and supporting documentation shall become unrestricted property of the U.S. Government.

The contractor shall develop a complete, accurate, and searchable unclassified index that includes at a minimum: titles and date, accurate page count, location, brief unclassified description of matter, classification level and category, a determination if the data is ACREM and a determination if the data/document is tied to litigation. Scanning/coding of the records includes but is not limited to the following:

8.5" x 11" documents	11" x 14" documents (tractor fed)	Microfilm(s)
8.5" x 14" documents	Drawings (blue prints) (various sizes)	Microfiche
Aperture Cards	Photos (various sizes up to 24"x36")	Bound documents (books)

The contractor shall implement a software solution to allow the acquisition, indexing, search and viewing of electronic images, Optical Character Recognition (OCR) data and metadata related to existing classified holdings identified as records. The solution shall consist of a database repository and graphical user interface for input, query and reporting functions.

Meta data fields shall be developed and properly filled in accordance with Department of Defense (DoD) 5015.02-STD dated April 25, 2007 Electronic Records Management Software Applications Design Criteria Standard. The data fields are identified as Mandatory Data Collection in Tables C2.T1, C2.T2, C2.T3, C2.T5 and C3.T1 of the DoD Standard.

Subtask 2.4 TRAVEL- Non-Labor (Charged to CLIN 00008, 00016, 00024, 00032, and 00040). Document/Records Management subject matter experts shall attend meetings and training as required and directed by the CO. Cleared individuals who have potential access to Sigma 15 information shall travel to take polygraph testing as required and directed by the CO.

**TASK 3A – CLASSIFICATION/DECLASSIFICATION ACTIVITIES:** The contractor shall provide one full time equivalent employee to conduct classification and Unclassified Controlled Nuclear Information (UCNI) document review, downgrading, declassification, upgrading and sanitization. The contractor employee for this task shall be considered part of the "Key Personnel" assigned to this contract and shall have an active DOE Q or Top Secret security clearance and relevant "Rocky Flats Operational Knowledge"<sup>1</sup>. The contractor shall provide controlled document policy review and guidance. The contractor shall process and assign for action, COR-approved EMCBC CARRs and coordinate the development/completion of CARRs from customers requesting services associated with Tasks 3.1 & 3.2 of this PWS.

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<sup>1</sup> Relevant "Rocky Flats Operational Knowledge" refers, but is not limited to technical subject matter expertise in knowledge areas such as pit and reservoir design and manufacturing processes; plutonium chemistry, metallurgy and physical properties; plutonium recovery operations; and knowledge of chemical and physical properties of materials and metallurgical processes associated with the fabrication of other related materials such as beryllium.

Subtask 3.1 MAINTAIN AND UPDATE ACTIVE CLASSIFICATION GUIDES, BULLETINS, ADVISORY NOTICES. The contractor shall evaluate active classification guides as appropriate, update, and support development of new guides as requested. The contractor shall update and maintain the Classified Information Tracking System (CITS) and maintain the System for Accountability and Control of Classified Matter (SACM) databases during the conduct of Scanning Project, until replaced by a subsequent database created as part of the scanning activity, or until final disposition of the classified records. The contractor shall maintain separate inventory and storage for Accountable Classified Removable Electronic Media (ACREM) from other classified media.

The contractor shall complete assigned and COR approved EMCBC CARRs and assist external (non-EMCBC) customers in developing CARRs to ensure service requests and commitments are documented and recorded accurately for the PWS activity.

Subtask 3.2 DOCUMENT REVIEW, DOWNGRADING, DECLASSIFICATION, UPGRADING, AND SANITIZATION. The contractor shall complete assigned and COR approved EMCBC CARRs. The contractor shall assist customers in developing CARRs to ensure service requests and commitments are documented and recorded accurately for the PWS activity. The contractor shall, in response to DOE approved CARRs, complete review of the specified records/documents using the applicable DOE approved classification guidance to determine the correct classification level of the records/documents. If the classification or Unclassified Controlled Nuclear Information (UCNI) classification level of existing documents is not consistent with current DOE-approved guidance, correct the markings and make the appropriate notifications. If an unclassified, non-UCNI, and/or non-Official Use Only (OUO) version of a controlled document is needed, identify the portion(s) that must be redacted to sanitize the document. The contractor shall make a redacted version of the document, correct the marking to reflect the status of the redacted version, and make the appropriate notifications. Document declassification and sanitization shall be reviewed by two individuals; one may be a Derivative Classifiers (DC) and the other must be a Derivative Declassifiers (DD). These DCs and DDs shall be DOE trained and appointed prior to performance of DC/DD work. If a document believed to be incorrectly classified contains information outside the purview of the EMCBC Classification Office (e.g., information that is the equity of another government agency), send the document to the DOE Headquarters (HQ) Office of Classification (OC) for coordination with the appropriate organization. The contractor shall work with DOE HQ OC as necessary to accomplish the necessary reviews. The contractor shall ensure that all reviewed documents are appropriately marked. The contractor shall make necessary notifications, if any, of classification change determinations. The contractor shall review unclassified documents for public release as requested.

Subtask 3.3 POLICY ANALYSIS. The contractor shall review new and revised DOE policies, procedures, Orders and Directives regarding Classified Matter Protection and Control (CMPC) when directed to determine impact on the EMCBC Classification Office and make recommendations to the Classification Officer to maintain compliance with regulations.

Subtask 3.4 INFORMATION CONTROL TRAINING. The contractor shall prepare and present training for DC/DD and UCNI Reviewing Officials. This shall include

required DC/DD recertification training every three years; update/review classification, UCNI, and OUO training as needed between formal recertification training sessions. The contractor shall prepare and present awareness training about classification, UCNI, and/or OUO for individuals who do not have or need classification or UCNI Reviewing Official (RO) authority. The contractor shall prepare and present DOE CMPC briefings as required and directed by the COR.

Subtask 3.5 TRAVEL Non-Labor (invoice under CLIN 00008, 00016, 00024, 00032, and 00040). The contractor shall attend meetings/training as required and directed by the CO to participate in discussions of classification/UCNI guidance proposed updates, discuss matters of mutual classification/UCNI/OUO concern, attend briefings/classes about technical developments relevant to the local classification program, attend briefings/classes about relevant information control policy changes.

### **TASK 3B – CLASSIFICATION/DECLASSIFICATION ACTIVITIES - SURGE CAPABILITY.**

This task is the surge component of Task 3A. The contractor shall, upon Letter of Direction from the CO, provide a surge capability of up to five employees for Task 3 activities within fifteen (15) days. This task has a minimum guarantee of 80 hours per year for each of the five employees covered under this Task. This Task is subject to the Not To Exceed limit defined in Section B under CLINs 00005, 00013, 00021, 00029, and 00037. Task 3B personnel are not Key Personnel. Employees for this task shall have an active DOE Q or Top Secret security clearance, meet security requirements set forth in H.25, below, and have relevant “Rocky Flats Operational Knowledge.”<sup>2</sup>

### **TASK 3C – CLASSIFICATION/DECLASSIFICATION ACTIVITIES – ADDITIONAL SURGE CAPABILITY.**

This task is the additional surge component of Task 3A. The contractor shall, upon Letter of Direction from the CO, provide an additional surge capability of up to thirty five (35) qualified employees for Task 3 activities. Employees for this task shall meet security requirements set forth in H.25, below, and have relevant “Rocky Flats Operational Knowledge.”<sup>3</sup> The contractor shall provide the security clearance application(s) for the requested surge employee(s) within 5 workdays of receiving the Letter of Direction for DOE processing. Once the expedited Q security clearance(s) have been granted by DOE, the contractor shall have five (5) workdays for the employee(s) to report to work. This task has no minimum guarantee and is subject to the Not To Exceed limit defined in Section B under CLINs 00005, 00013, 00021, 00029, and 00037. Task 3C personnel are not Key Personnel.

**TASK 4 – INFORMATION RESOURCE MANAGEMENT:** The contractor shall provide application and development support for EMCBC systems and applications as requested. The contractor shall provide backup and helpdesk support for Building 55 personnel. Emphasis is on application development, support, and general Level One help desk skills.

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<sup>2</sup> See note 1.

<sup>3</sup> See note 1.

**Subtask 4.1 UNCLASSIFIED LEGACY DATABASES.**

The contractor shall:

- Complete transfer to the EMCBC of two legacy databases received from Kaiser Hill at Bldg 55, including system documentation of the databases.
- Maintain an archive library of CDs and DVDs containing Microsoft© SQL server database backup files of the Rocky Flats legacy databases.

**Subtask 4.2 SUPPORT EMCBC INFORMATION RESOURCE MANAGEMENT (IRM).**

The contractor shall:

- Develop, Maintain, and Support ACTIVE UNCLASSIFIED Applications (SQL Server/.NET/Visual Basic/MS Access) operated by the EMCBC.
- Maintain SQL server database Management Plans for all SQL server databases.
- Perform Level One computer support for EMCBC IRM for unclassified EMCBC network.
- Provide IRM support for the Document Scanning Project, Subtask 2.3 above. This includes operational and user support and system maintenance during the implementation phase of the Project.

Subtask 4.3 TRAVEL NON-LABOR (invoice under CLIN 00008, 00016, 00024, 00032, and 00040). The contractor shall travel as required and directed by the CO, e.g., for training and for computer support at locations other than Building 55.

**TASK 5 – BUILDING SUPPORT:** The contractor shall provide Quality Assurance (QA), facility management, and building operations to include, but not be limited to: office administration, clerical support, and laborer support. The contractor shall also coordinate with the General Services Administration (GSA) to get DFC Building 55 building services support from GSA.

The contractor shall provide escort to maintenance contractors and vendors as required. The contractor shall handle document/box movement within facility. The contractor shall coordinate with the COR to facilitate modifications or support through the GSA lease, or for furnishings or government equipment needs. The contractor shall assist with supply ordering and receipt, including unclassified mail and postage needs. The contractor shall develop/maintain a list of certain government-owned equipment as directed by the COR. The contractor shall provide other administrative/clerical support tasks as requested. The contractor shall also provide management of the approved QA Program.

Subtask 5.1 TRAVEL- Non-Labor (Charged to CLIN 00008, 00016, 00024, 00032, and 00040). Building Support staff shall attend meetings and training as required and directed by the CO. Cleared individuals who have potential access to Sigma 15 information shall travel to take polygraph testing as required and directed by the CO.

**D. OTHER DIRECT COST (ODC):**Overtime:

Hours worked in excess of 80 hours per 2-week period may be required during performance of this contract. Such overtime is subject to prior approval by the CO.



Training:

Training shall be handled in accordance with DOE instructions as issued and modified during the term of the contract. It is assumed that Contractor staff shall be fully trained and qualified when hired. Contractor training required during the course of the contract will require prior approval by the CO. Non-labor training expenses will be reimbursed through the CLINs established for ODCs. Labor and related indirect expenses will remain part of the CLIN supported.

Travel:

Contractor travel required in any of the five task areas during performance of this contract is subject to approval by the CO and shall be in accordance with DOE travel policies found at [http://management.energy.gov/administrative\\_services/1305.htm](http://management.energy.gov/administrative_services/1305.htm) . This requirement includes all referenced travel in the previous Section C paragraphs to include travel for any required polygraph testing. Non-labor travel expenses will be reimbursed through the CLINs established for ODCs. Labor and related indirect expenses will remain part of the CLIN supported.

Additional alarm equipment, scanning equipment, and software:

Equipment and/or software purchases required to enhance or increase capacity of alarm and/or scanning services. Such additional equipment and/or software purchases shall be subject to prior approval by the CO. This does not apply to repairs and/or replacement of scanning equipment. Additional alarm equipment, scanning equipment, and software expenses will be reimbursed through the CLINs established for ODCs.

**E. DELIVERABLES (NOT SEPARATELY PRICED):**

Within one month after contract award, the contractor shall submit an approved Quality Assurance Plan in accordance with provision H.23, an Organizational File Plan for Building 55 (see Task 2), and a Scanning Plan (See Subtask 2.3).

Within one month after contract award, the contractor shall submit an approved Integrated Project Schedule identifying performance metrics and progress plan for each task/subtask. Each month, as part of the below referenced monthly activity report, the contractor shall status progress made against the project performance metrics to ensure work is being performed consistent with the assigned project manpower.

Effective one month after award, the contractor shall provide monthly activity reports concurrently with their invoices to the CO/COR that provide summaries of work performed against each task/subtask, indicating description of work, customer supported, time spent on the task, percentage complete and individual's work classification that performed work. For Subtask 2.3, Task 3B, and charges against "D. OTHER DIRECT COSTS" the contractor shall provide full details (i.e. itemized) of the actual work accomplished or CO authorized items/services purchased.

Prior to scanning project operational startup, the contractor shall deliver system documentation sufficient to enable continued operation, maintenance and support of the system beyond the performance period of the contract. This documentation shall include operating and maintenance procedures, system manuals and a data dictionary.

A listing of these and additional Deliverables can be found in Section J Attachment C.

**C.2 KEY PERFORMANCE PARAMETERS (KPP)**

The Key Performance Parameters that the contractor shall meet are:

- (a) The contractor and any subcontractors shall have and maintain a current “favorable” DOE Foreign Ownership, Control, or Influence (FOCI) determination.
- (b) The contractor and subcontractors shall have and maintain a current facility clearance at the Secret Restricted Data level.
- (c) All personnel assigned to work in DFC Building 55 shall have and maintain an active DOE Q access authorization.
- (d) Individuals assigned to work on Task 3A and Task 3B (Classifier/Declassifier) shall have relevant “Rocky Flats Operational Knowledge” that would enable them to properly identify data that is subject to classification/declassification activities.

**C.3 ACRONYMS**

ACRONYMS	
ACREM	Accountable Classified Removable Electronic Media
CARR	Corporate Resource Activity Requests
CFR	Code of Federal Regulations
CITS	Classified Information Tracking System
CMPC	Classified Matter Protection and Control
CO	Contracting Officer
COR	Contracting Officers Representative
CR	Cost Reimbursement (No Fee)
DCs	Derivative Classifiers
DDs	Derivative Declassifiers
DFC	Denver Federal Center
DOE	U.S. Department of Energy
EA	Exclusion Area
EM	Environmental Management
EMCBC	Environmental Management Consolidated Business Center
FFP	Firm Fixed Price
HQ	Headquarters
IAW	In Accordance With
IRM	Information Resource Management
IT	Information Technology
KPP	Key Performance Parameters
NARA	National Archives and Records Administration
NRC	Nuclear Regulatory Commission
OC	Office of Classification
OCR	Optical Character Recognition
OUO	Official Use Only
OSHA	Occupational Safety and Health Administration
PWS	Performance Work Statement
QA	Quality Assurance
QC	Quality Control
RO	Reviewing Official
SACM	System for Accountability and Control of Classified Matter
SOW	Statement Of Work (aka Performance Work Statement)
T&M	Time and Materials reimbursement
UCNI	Unclassified Controlled Nuclear Information
UCNI ROs	Unclassified Controlled Nuclear Information Reviewing Officials

**Section D - Packaging and Marking****HQ-D-1001 PACKAGING (APR 1984)**

Preservation, packaging, and packing for shipment or mailing of all work deliverable hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

(End of clause)

**HQ-D-1002 MARKING (APR 1984)**

(a) Each package, report or other deliverable shall be accompanied by a letter or other document which:

- (1) Identifies the contract by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
- (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

(End of clause)

## **Section E - Inspection and Acceptance**

### **E.01 INSPECTION**

Inspection of all items under this contract shall be accomplished by the Contracting Officer (CO) or the Contracting Officer's Representative (COR) as a duly authorized representative.

### **E.02 ACCEPTANCE**

Acceptance of all work and effort under this contract including "Reporting Requirements," shall be accomplished by the CO or the duly authorized representative and in accordance with the contract acceptance criteria.

### **E.03 FINAL INSPECTION/ACCEPTANCE**

Final inspection and acceptance of deliverables shall take place at completion of delivery to the CO or the duly authorized representative.

### **CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates the following clauses by reference with the same force and effect as if provided in full text. Upon request, the CO will make the full text available.

**52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE. (AUG 1996)**

**52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)**

**52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)**

**52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR. (MAY 2001)**

**52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)**

**Section F - Deliveries or Performance****F.01 PERIOD OF PERFORMANCE**

The period of performance shall be one (1) year from the date of award of this contract. This period includes a transition period of 90 days that starts on the date on contract award. There are four (4) additional single year options; if exercised in full the period of performance will equal five (5) total years.

**F.02 DELIVERABLES**

All products, reports, and deliverables (Sections C and Section J, Attachment C) under this contract shall be delivered to the CO shown in Section G, or duly authorized representative of the CO, as designated in writing by the CO.

**DOE-F-1002 PLACE OF PERFORMANCE - SERVICES**

The services specified by this contract shall be performed at the following location:

Denver Federal Center, Building 55  
6th Avenue and Kipling Street  
Lakewood, CO 80225

(End of clause)

**CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

**52.242-15 STOP-WORK ORDER. (AUG 1989)**

**52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984)**

## **Section G - Contract Administration Data**

### **G.01 CORRESPONDENCE PROCEDURES**

To promote timely and effective administration, all correspondence, reports, and other documents submitted under this contract, shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence concerning performance of this contract shall be addressed to the Department of Energy (DOE), Environmental Management Consolidated Business Center (EMCBC), Contracting Officer's Representative (COR), with an information copy to the CO. Technical correspondence pertains to issues relating to work effort of the contract (i.e., requests for interpretation of contractual requirements for performance) or requests for approval of reports, drawings, or other work products.
- (b) Non-technical Administrative Correspondence. All correspondence, other than technical correspondence, shall be addressed to the CO, with information copies of the correspondence to the COR
- (c) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

"SUBJECT: CONTRACT NO. " \_\_\_\_\_ " (Insert subject topic after contract number, e.g., "Request for Subcontract Consent.")

### **G.02 CONTRACT ADMINISTRATION**

The correspondence address of the DOE CO is:

U.S. Department of Energy  
Environmental Management Consolidated Business Center  
250 East Fifth Street, Suite 500  
Cincinnati, OH 45202

The Contracting Officer is: Items Below To Be Filled in at award

\_\_\_\_\_ - Contracting Officer (CO) \_\_\_\_\_@emcbc.doe.gov  
Office of Contracts Management  
CO's Phone # 513-246-\_\_\_\_\_

Changes to the CO or the address may be accomplished by written notification from the CO to the Contractor, without a formal contract modification.

### **G.03 CONTRACTING OFFICER'S REPRESENTATIVE**

The CO will designate in writing the name and correspondence address of the COR who is the only individual (outside of the CO) that may give technical direction in accordance with the Section G clause entitled DEAR 952.242-70, "Technical Direction." The Contractor shall use the COR as the primary point of contact on technical correspondence (see the Correspondence Procedures clause, above, for definition), subject to the restrictions of Section G, DEAR 952.242-70, "Technical Direction."

### **G.04 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)**

- (a) Performance of the work under this contract shall be subject to the technical

direction of the DOE COR. The term "technical direction" is defined to include, without limitation:

- (1) Providing direction to the Contractor that redirects contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual SOW.
  - (2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
  - (3) Reviewing and, where required by the contract, approving technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.
- (b) The contractor will receive a copy of the written COR designation from the CO. It will specify the extent of the COR's authority to act on behalf of the CO.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
- (1) Constitutes an assignment of additional work outside the SOW;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes";
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
  - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the CO in writing within five (5) working days after receipt of any such instruction or direction and must request the CO to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO must:
- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
  - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
  - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (a) A failure of the Contractor and CO either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with

respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

**G.05 CONTRACTOR'S POINT OF CONTACT**

The Contractor shall identify to the EMCBC CO the official who has the authority and is responsible for managing, administering, and negotiating changes to the terms and conditions of this contract, as well as executing contract modifications on behalf of the company.

**G.06 CONTRACTOR PAYMENT ADDRESS**

If the contractor's payment address is different from the contractor's address specified on Standard Form 33, then provide it in the following space:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City/State: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Electronic Address: \_\_\_\_\_  
 POC: \_\_\_\_\_

**G.07 INVOICING AND COST ACCRUAL REPORTING**

The Contractor shall submit invoices for Cost Reimbursement (CLINs 00008, 00016, 00024, 00032, and 00040) IAW FAR 52.216-7 - "Allowable Cost and Payment (Dec 2002)" on Standard Form 1034. Invoices for CLINs 00008, 00016, 00024, 00032, and 00040 shall include a breakdown of expenses previously approved by the CO for overtime, non-labor training, non-labor travel, consultant, equipment and/or software expenses. The billed costs shall be supported by appropriate documentation as required.

The Contractor shall submit invoices for Time and Materials (CLINs 00005, 00013, 00021, 00029, and 00037) IAW FAR 52.232-7 – Payments Under Time-and-Materials and Labor-Hour Contracts (Feb 2007) on Standard Form 1034. Invoices for CLINs 00005, 00013, 00021, 00029, and 00037 shall identify the contractual hourly rate as well as individuals and hours worked. The billed hours shall be supported by appropriate documentation as required.

Firm-Fixed-Price shall be paid in accordance with FAR 52.232-16 - "Progress Payments (APR 2003)" if progress payments are requested. Firm-Fixed-Price CLINS without progress payments will be paid upon completion IAW FAR 52.232-25, "Prompt Payment (Oct 2003)".

The form for submission of firm-fixed-price progress payments is not specified. However, each progress payment submitted shall include the following:

- Contract Number;
- Contractor Name;
- Date of Invoice;
- Invoice Number;
- Total Amount of Invoice;
- Period Covered or Items Delivered; by CLIN and SubCLIN
- Cumulative Amount Invoiced to Date; and
- Remittance Address



Invoice (SF 1034 and Progress Payment Requests) should be addressed as follows:

U.S. Department of Energy  
Oak Ridge Financial Service Center  
P.O. Box 4908  
Oak Ridge, TN 37831

Inquiries regarding the status of an invoice should be directed to the Oak Ridge Financial Center at (423) 576-1651 or (888) 251-3557

## **Section H - Special Contract Requirements**

### **H.01 MODIFICATION AUTHORITY**

Notwithstanding any of the other provisions of this Contract, the CO shall be the only individual under this contract authorized to:

- (a) Accept nonconforming material,
- (b) Waive any requirement of the contract, or
- (c) Modify any term or condition of the contract upon mutual consent.

### **H.02 ASSIGNMENT**

Neither this Contract nor any interest therein may be assigned or transferred by the Contractor in accordance with FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) except as expressly authorized in writing by the Contracting Officer (CO).

### **H.03 CONFIDENTIALITY OF INFORMATION**

- (a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the CO in writing, or as such disclosure may be authorized by the contract terms or as may be required by a court, Government agency, or regulatory agency, or as otherwise required by law. If the Contractor is required to make such disclosure, the Contractor shall immediately notify the CO, and shall take such further efforts as necessary to minimize the disclosure. The foregoing obligations, however, shall not apply to:
  - (1) Information which, at the time of receipt by the Contractor, is in public domain;
  - (2) Information which is published after receipt thereof by the Contractor, or otherwise becomes part of the public domain through no fault of the Contractor;
  - (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly and/or indirectly from the Government or other companies;
  - (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the CO, of such employee permitted access, whereby the employee agrees that he shall not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the CO. From time to time, upon request of the CO, the Contractor

- shall supply the Government with reports itemizing information received as confidential or proprietary.
- (d) The Contractor agrees that upon request by the CO it will execute a DOE-approved agreement with any party whose facilities it is given access to or proprietary data or is furnished, restricting use and disclosure of the data or the information obtained. Upon request by the CO, such an agreement shall also be signed by the Contractor's personnel.
  - (e) This clause shall flow down to all subcontracts and consultants' agreements.

**H.04 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR**

The Representations, Certifications, and Other Statements of the Contractor, dated (Date To Be Filled in by Offeror) and made in response to Request For Proposal No. DE-SOL-0000222 as well as the contractor's Online Representations, Certifications Application (ORCA) record at time of award are hereby incorporated into this contract by reference.

**H.05 CONTRACT PARTICIPATION BY FOREIGN NATIONALS**

Foreign nationals are prohibited from performing work under this contract.

**H.06 PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION**

- (a) The Contractor shall take appropriate action to establish and maintain a system to ensure that any Unclassified Controlled Nuclear Information (UCNI) in the Contractor's possession in connection with the performance of work under this contract is protected from unauthorized disclosure and dissemination in accordance with DOE regulations.
- (b) The term "Unclassified Controlled Nuclear Information" means unclassified information protected against unauthorized dissemination pursuant to section 148 of the Atomic Energy Act with respect to atomic energy defense programs, and which pertain to:
  - (1) Design of production facilities or utilization facilities;
  - (2) Security measures relating to the protection of production or utilization facilities, nuclear materials contained in these facilities, nuclear materials in transit; or
  - (3) Design, production, or utilization of atomic weapons or components thereof, if such information was declassified or removed from the Restricted Data category, and if the unauthorized dissemination of such information could reasonably be expected to result in significant adverse effect on the public health and safety or the common defense by increasing the likelihood of illegal production of nuclear weapons, or theft, diversion or sabotage of nuclear materials, equipment or facilities.
- (c) Access to UCNI shall be limited to U.S. citizens determined to require access to UCNI in the performance of official duties.
- (d) While in use, UCNI shall be under the control of an authorized individual. As a

- minimum, UCNI shall be stored in locked desks, file cabinets, offices, or facilities where access is controlled.
- (e) Each document or other material that is determined to contain UCNI shall be marked in a conspicuous manner to indicate the presence of UCNI. When transmitted outside an authorized place or storage, these documents shall be packaged to preclude disclosure of the presence of UCNI. All markings and transmittals, including electronic media, shall be accomplished in accordance with applicable DOE orders.
  - (f) The Contractor agrees to conform to all regulations and requirements of the Department of Energy concerning UCNI as specified in the appropriate DOE manual (currently DOE Manual 471.1-1 Change 1).
  - (g) Persons who violate prohibitions against unauthorized disclosure of UCNI may be subject to civil and criminal penalties under Sections 148 and 223 of the Atomic Energy Act of 1954, as amended.
  - (h) This article/provision, including this paragraph (h) shall be included in all subcontracts which involve access to UCNI.

#### **H.07 PROTECTION OF CLASSIFIED MATTER**

Documents originated by the Contractor or furnished by the CO to the Contractor in connection with this Contract may contain classified information. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE Regulations and Directives to include but not limited to:

DOE Manual 470.4-4, Change 1, Information Security;  
DOE Order 475.2, Identification of Classified Information; and  
DOE Manual 475.1-1B, Manual for Identifying Classified Information.

#### **H.08 TRAVEL**

All travel shall be charged under CLIN 00008, 00016, 00024, 00032, and 00040 and shall be on a cost reimbursement basis only (no fee). All travel shall be subject to the prior approval of the CO for each separate trip except as approved in the contract award. Travel not directed by the CO will be treated as an unallowable expense. If travel is authorized, allowable costs for travel, per diem, and related expenses shall not exceed the Government's Federal Travel Regulations (DOE Order 1500.2A, "Travel Policies and Procedures"); Subchapter I of Chapter 57 of Title 5, United States Code or the Administrator of General Services Administration revisions of such subchapter; DEAR 952.216-7, Alternate II. Should the Contractor be required to travel on official business under this contract and accommodations are not available within the per diem rates, the Contractor must receive approval from the CO prior to such travel,

#### **H.09 SECURITY**

- (a) Responsibility. It is the Contractor's duty to safeguard all classified information, any information designated as sensitive and not subject to disclosure that may be provided either for contract modification proposal preparation or performance, and DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding classified matter or otherwise sensitive information to which the contractor is afforded access and protecting it against sabotage, espionage, and loss or theft.

- (b) Subcontracts and purchase orders. Except as otherwise authorized in writing by the CO, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.
- (c) Any suspected or confirmed cyber security or physical security incidents involving Personally Identifiable Information (PII) shall be reported to the CO immediately upon their discovery. While an informal telephonic notice may occur, all notices shall be in writing and signed by a senior official of the contractor. This notice shall, at a minimum, contain factual information describing in unclassified terms the circumstances of the incident.
- (d) The contractor shall comply with the following security related DOE Orders and Manuals:

DOE Order 205.1A	DOE Manual 205.1-4	DOE Manual 470.4-1
DOE Manual 470.4-2	DOE Manual 470.4-3	DOE Manual 470.4-4
DOE Manual 470.4-5	DOE Manual 471.1-1	DOE Manual 471.3-1

#### **H.10 GOVERNMENT FURNISHED SERVICES AND ITEMS**

The below Special Contract Requirement supplements FAR 52.245-2 (see Section I).

The government will furnish the contractor, during contract performance, a vehicle/transportation (for mail pickup/delivery), office space, office supplies, services, and equipment (i.e.: desks, chairs, telephones, computers, software, etc.) for individuals when working at Building 55 on an as-required basis. On-site utilities and office furnishings required DOE Orders, standard manuals, and access to the Government systems may be furnished by the government on an as-required basis. The government will also provide janitorial services for the on-site facilities during contract performance. These items will not become the property of the Contractor, will not be taken off-site without written permission of the CO and completion of appropriate property removal forms, will not be retained by the Contractor upon completion of the contract, and are not authorized for use other than for the performance of this contract. The Contractor shall maintain the government furnished property in the condition in which it was received; other than normal wear and tear. The Contractor shall be responsible for insuring the government property furnished is properly cared for and used only for the purpose for which it is intended. The contractor shall maintain a listing: of all equipment and software that has been provided for use under this contract. The Contractor is expected to provide any additional office furniture and/or equipment other than is typically provided for Contractor use. This additional furniture or equipment would include ergonomic or special-needs items. Any additional special-need furniture or equipment, such as ergonomic office furniture enhancements, shall be provided by the Contractor at the expense of the Contractor. The following items are for use in performing services under this contract:

Government vehicle (for mail pickup/delivery)

*Additional GFE To Be Filled in Based upon GFE (see attachment L-6)  
selected for use by contractor in its proposal*

“On-site” is defined as:

Denver Federal Center, Building 55  
6th Avenue and Kipling Street  
Lakewood, CO 80225

#### **H.11 PERSONNEL SECURITY CLEARANCES**

- (a) The contractor is required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability in the performance of requirements under this contract. When requested by the CO, the contractor shall provide certification that an investigative screening has been completed prior to employment. The certification shall include verification of identity, citizenship, previous employment and education, and the results of credit and law enforcement checks.
- (b) Personnel assigned by the contractor to work at Building 55 are required to have an active DOE Q clearance.
- (c) The contractor shall turn in badges for employees: (i) who are no longer working on the contract; (ii) who no longer require access; (iii) when their badge expires; or (iv) when the contract expires or is terminated. Badges shall be returned to the COR.
- (d) The active “Q” cleared personnel shall be subject to random drug testing. (Charged under CLIN 00008, 00016, 00024, 00032, and 00040)
- (e) The Sigma 15 cleared personnel shall be subject to random polygraph testing. (Charged under CLIN 00008, 00016, 00024, 00032, and 00040)

#### **H.12 CONTRACTOR’S PROGRAM MANAGER**

- (a) The contractor shall designate a Program Manager for the Contract. The Program Manager shall be the contractor’s authorized supervisor for technical and administrative performance of all work under this contract. The Program Manager shall provide the single point of contact between the contractor and the COR under this contract. All administrative support for the contractor’s personnel required to execute the contract shall be the responsibility of the Contractor.
- (b) The Contractor’s Program Manager shall receive and execute, on behalf of the contractor, such technical directions as the CO/COR may issue within the terms and conditions of the contract.

#### **H.13 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT**

The contractor is required to comply with the following in accordance with DOE Order 221.1A:

- (a) Notify their employees annually of their duty to report directly to the DOE Inspector General (IG) allegations or suspicions of fraud, waste, abuse, corruption, or mismanagement in DOE programs, operations, funds, or contracts. The contractor employees should, when appropriate, report directly to the IG any information concerning wrongdoing by employees of DOE, contractors, or subcontractors. The contractor employees should also report to the DOE IG any allegations of reprisals

- taken against contractor employees who have reported fraud, waste, abuse, corruption, or mismanagement to the IG;
- (b) Display and publish the DOE IG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies; and
  - (c) Publish the DOE IG hotline telephone number in phone books and newsletters.

**H.14 NON-SUPERVISION OF CONTRACTOR EMPLOYEES BY THE GOVERNMENT OR ITS CONTRACTORS**

No Government employee shall exercise any supervision or control over contractor employees performing services under this contract. The contractor's employees shall be held accountable solely to the contractor's management, who in turn is responsible for contract performance to the Government.

**H.15 ENVIRONMENTAL PROTECTION**

The contractor shall comply with applicable Federal, State, and local laws and with the applicable regulations and standards regarding environmental pollution. All environmental protection matters shall be coordinated with the CO or the COR. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by contractor negligence, the contractor shall reimburse the Government for the amount of the fine and other costs. The contractor shall also cleanup any oil spills, releases of hazardous substances, hazardous wastes, and hazardous materials resulting from the contractor's operations. The contractor shall comply with the instructions of the cognizant Federal agencies' safety and health personnel to avoid conditions that create a nuisance or which may be hazardous to the health of civilian personnel and surrounding communities.

**H.16 PASSES AND BADGES**

All contractor employees shall obtain the required employee passes/badges for DFC Building 55. The contractor shall, prior to the start of on-site work, submit to the CO or the COR an estimate of the number of employees expected to be utilized at any one time on the contract. When an employee leaves the contractor's service, the employee's DFC issued pass and badge as well as any other government issued pass and badge shall be returned within 10 days to the DFC's security office.

**H.17 WORKER SAFETY AND HEALTH PROGRAM**

In lieu of submitting a 10 CFR 851 compliant Worker Safety and Health Program, the contractor employees working under this contract may adopt the EMCBC Federal Employee Occupational Safety and Health Plan

**H.18 SERVICE CONTRACT ACT**

In the performance of this contract, the Contractor shall comply with the requirements of the applicable U.S. Department of Labor (DOL) Wage Determination for Service Contract Act covered work. The DOL Wage Determination for covered work can be found in Section J Attachment E.

**H.19 SUBCONTRACTS**

No part of this contract shall be subcontracted without written prior approval of the CO.

**H.20 OBSERVANCE OF LEGAL HOLIDAYS**

DFC Building 55 will be closed for the following Government observed holidays:

New Years Day	Martin Luther King Day	Presidents' Day
Memorial Day	Independence Day	Labor Day
Columbus Day	Veterans Day	Thanksgiving Day
Christmas Day		

**H.21 EMPLOYMENT STANDARDS**

The contractor shall comply with the following employment standards.

- (a) Contractors are expected to bring experienced, proven personnel from their private operations to staff key positions on the contract work and to recruit other well-qualified personnel as needed. Such personnel should be employed and treated during employment without discrimination by reason of race, color, religion, sex, or national origin. Contractors shall be required to take affirmative action to achieve these objectives.
- (b) The job qualifications and suitability of prospective employees should be established by the contractor prior to employment by careful personnel investigations. Such personnel investigations should include, as appropriate: A credit check; verification of high school degree/diploma or degree/diploma granted by an institution of higher learning within the last 5 years; contacts with listed personal references; contacts with listed employers for the past 3 years (excluding employment of less than 60 days duration, part-time employments, and craft/union employments); and local law enforcement checks when such checks are not prohibited by State or local law or regulation, and when the individual resides in the jurisdiction where the contractor is located. When a DOE access authorization (security clearance) will be required, the aforementioned pre-employment checks must be conducted and the applicant's job qualifications and suitability must be established before a request is made to the DOE to process the applicant for access authorization. Evidence must be furnished to the DOE with the applicant's security forms that specify: The date each check was conducted, the entity contacted that provided information concerning the applicant, a synopsis of the information provided as a result of each contact, and a statement that all information available has been reviewed and favorably adjudicated in accordance with the contractor's personnel policies. When an applicant is being hired specifically for a position which requires a DOE access authorization, the applicant shall not be placed in that position prior to the access authorization being granted by the DOE unless an exception has been obtained from the Head of the Contracting Activity, or designee. If an applicant is placed in that position prior to access authorization being granted by the DOE, the applicant may not be afforded access to classified matter or special nuclear materials (in categories requiring access authorization) until the DOE notifies the employer that access authorization has been granted. Contractors operating DOE facilities may include the requirements set forth in this subsection in subcontracts (appropriately modified to identify the parties) wherein subcontract employees will be required to hold DOE access authorization in order to perform on-site duties, such as protective force operations.



(c) Consistent with the policies set forth in this subpart, the contractor is responsible for maintaining satisfactory standards for employee qualifications, performance, conduct, and business ethics under its own personnel policies.

(d) When attending meetings, engaging in conversations, responding to questions, or answering phones, the employee must identify themselves as a contractor.

## **H.22 KEY PERSONNEL DEAR 952.235-70 (TAILORED)**

The Classifier/De-Classifier position under Task 3A and the Program Manager are the only Key Personnel positions on this contract. These positions are considered to be essential to the work being performed hereunder. Unless approved in writing by the CO, no Key Personnel position will remain unfilled by a permanent replacement for more than 60 days.

The Contractor shall designate a Program Manager, who will supervise the performance of all technical and administrative work under the contract. The Contractor's Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the CO or COR may issue within the terms and conditions of the contract.

The personnel specified below are considered to be essential to the work being performed hereunder, and shall be assigned to this contract, and available to begin working on the effective date of the contract. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the contracting officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the contracting officer: Provided, that the contracting officer may approve in writing such diversion and such approval shall constitute the consent of the contracting officer required by this clause. The time period for notification shall not be less than thirty (30) days.

<u>NAME</u> (Items Below To Be Filled in by Offeror)	<u>TITLE</u>
	<u>Classifier/De-Classifier</u>
	<u>Program Manager</u>

## **H.23 CONTRACTOR'S QUALITY ASSURANCE PROGRAM**

The Contractor shall demonstrate and maintain an established Quality Assurance Program consistent with DOE Order 414.1C for providing objective, quantifiable means for gathering and assessing data regarding on-going performance. Work priorities shall be established at or after contract award based on the contract as a whole or as specified in each Task.

The Contractor shall follow the unique scanning Quality Assurance Standards listed below:

- ◇ NARA Technical Guidance - *"Expanding Acceptable Transfer Requirements: Transfer Instructions for Existing Permanent Electronic Records Scanned Images of Textual Records"*. The NARA Technical Guidance addresses Scanned Image Quality. Section 3.2 of the Guideline defines the Acceptable Image Quality Specifications.

- ◇ ANSI Standard - ANSI/AIIM, Sampling Procedures for Inspection by Attributes of Images in Electronic Image Management and Micrographic Systems (ANSI/AIIM TR34-1996).”

## **H.24 INFORMATION TECHNOLOGY AND RECORDS MANAGEMENT STANDARDS**

The contractor shall apply the following IT and Records Management standards as they relate to Tasks for this contract.

IT-all:

- DOE M 205.1-4 Approved 3/8/07 NATIONAL SECURITY SYSTEM MANUAL
- Department of Energy Office of The Under Secretary of Energy Appendix B: The Office of The Under Secretary of Energy Minimum System Security Requirements for National Security Systems dated 5/9/07
- The System shall require certification and accreditation in accordance with Department of Energy Cyber Security requirements. Preparation and actual certification will be the responsibility of the Department of Energy but will require administrative and technical support from the contractor. Preparation activities may be performed in parallel with system design and installation. System Accreditation by the COR is required prior to commencement of actual classified document scanning.

Scanning Specific:

- Federal Information Processing Standards (FIPS) Publication 127-2 Database Language SQL, 1993 June 02
- Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIG) and Supporting Documents, Security Checklists, Application Security and Development Checklist dated 7/24/08
- Meta data fields shall be developed and properly filled in accordance with Department of Defense (DoD) 5015.02-STD dated April 25, 2007 Electronic Records Management Software Applications Design Criteria Standard. The data fields are identified as Mandatory Data Collection in Tables C2.T1, C2.T2, C2.T3, C2.T5 and C3.T1 of the DoD Standard.
- For software development - Roles and Responsibilities of the Project shall incorporate the requirements of Environmental Management Consolidated Business Center, IP-240-03, Rev 2, Application Development. The Project Sponsor and Content Owner is the EMCBC Assistant Director, Office of Logistics Management

Records Management:

- NARA Technical Guidelines for Digitizing Archival Materials for Electronic Access
- NARA Technical Guide- “Expanding Acceptable Transfer Requirements: Transfer Instructions for Existing Permanent Electronic Records Scanned Images of Textual Records”
- DOD 5015.02-STD dated April 25, 2007 Electronic Records Management Software Applications Design Criteria Standard
- EMCBC Policy PS-243-01, Rev. 1 dated 3/5/07 Records Management Policy

## **H.25 PERSONNEL SECURITY REQUIREMENTS/STANDARDS**

The following are contractor personnel security requirements:

- All contractor staffing in support of this project at DFC Building 55 will require an active DOE Q clearance with Sigma 1-3 and 15 approvals.
- Active Q Cleared personnel must be enrolled in a contractor established/managed drug testing program in accordance with FAR 52.223-6.
- Personnel with active DOE Q clearance with Sigma 15 approvals may be required to take a random polygraph test. That test may require travel to an approved DOE facility to take the test.
- Personnel assigned to this project shall be required to stay current with all required Security training to include
  - Annual Cyber Security Training
  - Annual Training for Classified Computer Users
  - Annual Security Refresher Briefings including CMPC and ACREM
  - Sigma 15 Training
  - Triennial recertification for Derivative Classifiers, Derivative Declassifiers, and UCNI Reviewing Officials
  - Activities pertaining to the acquisition, retention, and termination of personnel security clearances shall be coordinated between the contractor and the EMCBC
  - Counterintelligence Briefings
- Failure to provide sufficient personnel with active DOE Q or Top Secret clearances to meet contract requirements for Tasks 1, 2, 3A, 3B, 4 and 5 on the day of contract is a condition precedent to contract award; such a failure after the day of contract award may be grounds for breach of contract.
- Task 3C personnel shall have one of the following on the day of security clearance application:
  - An active Q security clearance or Inactive Q security clearance
  - An Active Top Secret clearance or Inactive Top Secret security clearance

## **H.26 DOE-H-1010 SECTION 8(a) DIRECT AWARDS**

This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the Department of Energy (DOE). Although SBA is not identified in Section A, SBA remains the prime contractor for this contract. SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office for the 8(a) contractor is:

U.S. Small Business Administration

**[Insert address of SBA office - To Be Filled in by Offeror]**


## **H.27 TRANSITION ACTIVITIES**

- (a) During the transition period, as specified in the clause in Section F entitled “Term of the Contract,” the Contractor shall perform those activities that are necessary to

- transition the work from the incumbent contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner. The Contractor is responsible for providing all necessary personnel during the transition period, unless specifically directed otherwise by the CO.
- (b) The Contractor shall submit a transition plan and budget to the CO for approval within 5 working days after award of the contract. The plan shall include a schedule of major activities, and address as a minimum:
- Communication process among DOE, the incumbent Contractor, assigned subcontractors, incumbent employees, other DFC Building 55 contractors, and site tenants;
  - Identification of key transition issues and milestones;
  - Identification of a transition team (inclusive of consultants and teaming members, if any);
  - Integration of work packages (direct and indirect) from incumbent contractors;
  - Approach to minimizing impacts on continuity of operations;
  - Dispute Resolution;
  - Assumption of programs and projects;
  - Human resource management;
  - Implementation of existing or proposed management and operating systems (e.g., Project Management, Integrated Safety Management, and Operating Procedures);
  - Assumption of all Tasks/SubTasks responsibilities, functions, and activities;
  - A cost breakdown sufficient to support the proposed transition budget; and
  - Development of all interface control documents
- (c) After completion of the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by the CO, the Contractor shall notify the CO in writing that it is ready to assume full responsibility for the work. DOE will assess the Contractor's readiness to assume responsibility prior to CO approval. The Contractor shall assume full responsibility for the work upon the 91<sup>st</sup> day after contract award.

## **H.28 TRANSITION TO FOLLOW-ON CONTRACT**

The Contractor recognizes that the work and services covered by this contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this contract. It is therefore understood and further agreed in recognition of the above:

That at the expiration of the contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing either to interview its employees for possible employment, and if such employees accept employment with the replacement Contractor, shall release such employees at the time established by the new employer or by DOE. The Contractor shall cooperate with the replacement Contractor and Government with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service

credits and fringe benefits.

After selection by the Government of any successor Contractor, the Contractor and such successor Contractor shall jointly prepare mutual detailed plans for phase-out and phase-in operations. Such plans shall specify a training and orientation program for the successor Contractor to cover each phase of the scope of work covered by the contract. A proposed date by which the successor Contractor will assume responsibility for such work shall be established. The Contractor shall assume full responsibility for such work until assumption thereof by the successor Contractor. Execution Of the proposed plan or any part thereof shall be accomplished in accordance with the CO's direction and approval.

This clause shall apply to subcontracts as approved by the CO.

## **Section I - Contract Clauses**

### **52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

<http://farsite.hill.af.mil/>

(End of clause)

### **52.202-1 DEFINITIONS. (JUL 2004)**

### **52.203-3 GRATUITIES. (APR 1984)**

### **52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)**

### **52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)**

### **52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)**

### **52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**

### **52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)**

### **52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)**

### **52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)**

### **52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (SEP 2006)**

### **52.215-2 AUDIT AND RECORDS - NEGOTIATION. (JUN 1999)**

### **52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)**

### **52.215-14 INTEGRITY OF UNIT PRICES. (OCT 1997)**

### **52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS. (OCT 1997)**

### **52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (MAY 2004)**

### **52.219-14 LIMITATIONS ON SUBCONTRACTING. (DEC 1996)**

### **52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)**

### **52.222-3 CONVICT LABOR. (JUN 2003)**

- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)**
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)**
- 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)**
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2006)**
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (JUN 1998)**
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2006)**
- 52.222-41 SERVICE CONTRACT ACT OF 1965. (NOV 2007)**
- 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (NOV 2006)**
- 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)**
- 52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)**
- 52.225-1 BUY AMERICAN ACT - SUPPLIES. (FEB 2009)**
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)**
- 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)**
- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)**
- 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (APR 2003)**
- 52.229-4 FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS). (APR 2003)**
- 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES. (OCT 2008)**
- 52.232-1 PAYMENTS. (APR 1984)**
- 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)**
- 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS. (APR 1984)**
- 52.232-11 EXTRAS. (APR 1984)**
- 52.232-17 INTEREST. (OCT 2008)**
- 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)**
- 52.232-20 LIMITATION OF COST. (APR 1984)**
- 52.232-22 LIMITATION OF FUNDS. (APR 1984)**
- 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)**

- 52.232-25    PROMPT PAYMENT. (OCT 2008)**
- 52.232-33    PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION. (OCT 2003)**
- 52.233-1    DISPUTES. (JUL 2002)**
- 52.233-3    PROTEST AFTER AWARD. (AUG 1996)**
- 52.233-3    PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)**
- 52.233-4    APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**
- 52.237-2    PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)**
- 52.237-3    CONTINUITY OF SERVICES. (JAN 1991)**
- 52.242-13    BANKRUPTCY. (JUL 1995)**
- 52.243-1    CHANGES - FIXED-PRICE. (AUG 1987) - ALTERNATE I (APR 1984)**
- 52.243-2    CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE II (APR 1984)**
- 52.243-3    CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)**
- 52.244-2    SUBCONTRACTS (JUNE 2007)**
- 52.244-5    COMPETITION IN SUBCONTRACTING. (DEC 1996)**
- 52.246-25    LIMITATION OF LIABILITY - SERVICES. (FEB 1997)**
- 52.249-2    TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (MAY 2004)**
- 52.249-8    DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)**
- 52.249-14    EXCUSABLE DELAYS. (APR 1984)**
- 52.251-1    GOVERNMENT SUPPLY SOURCES. (APR 1984)**
- 52.253-1    COMPUTER GENERATED FORMS. (JAN 1991)**

**DEPARTMENT OF ENERGY ACQUISITION REGULATIONS**

**SUBPART 904.70 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTORS**

**PART 933    PROTESTS, DISPUTES, AND APPEALS**

- 933.103    PROTESTS TO THE AGENCY. (DOE COVERAGE PARAGRAPHS (F), (I), (J), AND (K)).**
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**952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION.**

**952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE. (JUN 1997)**

**952.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS).**

**952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS. (DEC 2000)**

### **FULL TEXT CLAUSES**

**52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

**52.216-7 ALLOWABLE COST AND PAYMENT. (DEC 2002)**

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail

as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on 30<sup>th</sup> day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only -

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made -

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless -

- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
  - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.
- (d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
  - (2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
  - (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
- (5) Within 120 days (or longer period if approved in writing by the Contracting

Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates -

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be -

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver -

(i) An assignment to the Government, in form and substance satisfactory

to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except -

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

#### **52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days prior to the end of the period of performance.

(End of clause)

#### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

#### **52.219-17 SECTION 8(A) AWARD. (DEC 1996)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the DOE EMCBC Office Of Contracting the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; *provided*, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the EMCBC Office Of Contracting, Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the Disputes clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the EMCBC Office Of Contracting.

(End of clause)

**52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS. (JUN 2003)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer -

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The insert name of SBA's contractor- To be filled in at award will notify the EMCBC Office Of Contracting's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

#### **52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL). (JUN 1987)**

Except for data contained on pages [To Be filled In by Contractor], it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated [To Be filled In by Contractor], upon which this contract is based.

(End of clause)

#### **52.232-16 PROGRESS PAYMENTS. (APR 2003)**

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) *Computation of amounts.* (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the

applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for -

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) *Liquidation.* Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) *Reduction or suspension.* The Contracting Officer may reduce or suspend progress



payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
- (2) Performance of this contract is endangered by the Contractor's -
  - (i) Failure to make progress; or
  - (ii) Unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) *Title.* (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
- (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; *e.g.*, the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not -

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) *Control of costs and property.* The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) *Reports and access to records.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) *Special terms regarding default.* If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) *Reservations of rights.* (1) No payment or vesting of title under this clause shall -

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause -

- (i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) *Financing payments to subcontractors.* The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to -

- (i) The unliquidated remainder of financing payments made; plus
- (ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments -

- (i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;
- (ii) Are at least as favorable to the Government as the terms of this clause;
- (iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;
- (iv) Are in conformance with the requirements of FAR 32.504(e); and
- (v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if -

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments -

- (i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;
- (ii) Are in conformance with the requirements of FAR 32.504(f); and
- (iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to

require delivery of the property to the Government if -

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if -

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) *Limitations on undefinitized contract actions.* Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is

definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) *Due date.* The designated payment office will make progress payments on the 30<sup>th</sup> day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

**52.232-16 PROGRESS PAYMENTS. (APR 2003) - ALTERNATE I (MAR 2000)**

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) *Computation of amounts.* (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 85 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily prior to the submission of the Contractor's next payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement

fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for -

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 85 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) *Liquidation.* Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 85 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate

rate when deemed appropriate for proper contract financing.

(c) *Reduction or suspension.* The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
- (2) Performance of this contract is endangered by the Contractor's -
  - (i) Failure to make progress; or
  - (ii) Unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) *Title.* (1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

- (2) Property, as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.
  - (i) Parts, materials, inventories, and work in process;
  - (ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;
  - (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and
  - (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract; *e.g.*, the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not -

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) *Control of costs and property.* The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) *Reports and access to records.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) *Special terms regarding default.* If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) *Reservations of rights.* (1) No payment or vesting of title under this clause shall -

(i) Excuse the Contractor from performance of obligations under this contract; or



(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause -

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) *Financing payments to subcontractors.* The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to -

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments -

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if -

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if -

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if -

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) *Limitations on undefinitized contract actions.* Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A contract action is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative

changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) *Due date.* The designated payment office will make progress payments on the 30<sup>th</sup> day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

#### **52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (FEB 2009)**

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a)).

(v) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(viii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES.  
(JUN 2007)**

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost, damaged or destroyed Government property. If any or all of the Government property is lost, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause: See Section H "Special Contract Requirements" H.22 for a complete list of Government Property provided under this contract.

(End of clause)

**952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST. (JUN 1997)**

a) Purpose. The purpose of this clause is to ensure that the contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product. (i) The contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the contractor's performance of work under this contract for a period of five (5) years after the completion of this contract. Furthermore, unless so directed in writing by the contracting officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information. (i) If the contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the contracting officer it shall not:

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

- (C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and
- (D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award. (1) The contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the contracting officer. Such disclosure may include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the contracting officer, DOE may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the contracting officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the contracting officer may grant such a waiver in writing.

(End of clause)

**Section J - List of Documents, Exhibits and Other Attachments****LIST OF ATTACHMENTS**

<u>Attachment</u>	<u>Description</u>
A	BILLING INSTRUCTIONS <ul style="list-style-type: none"><li>• EXHIBIT 1. PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL</li></ul>
B	PAYMENT INFORMATION
C	REPORTING REQUIREMENTS AND DISTRIBUTION LIST
D	APPLICABLE DOE DIRECTIVES, ORDERS, LAWS, AND REGULATIONS
E	DEPARTMENT OF LABOR WAGE DETERMINATION

**SECTION J**  
**ATTACHMENT A**  
**BILLING INSTRUCTIONS**

1. Introduction. These instructions are provided for use by the Contractor in the preparation and submission of vouchers requesting reimbursement for work performed. Compliance with these instructions will reduce correspondence and other causes for delay to a minimum and will thus promote prompt payments to the Contractor.
2. Voucher Form In requesting payment, the Contractor shall use Standard Form 1034, Public Voucher for Purchases and Services Other Than Personal (see Exhibit 1), supported by computation depicting how the amount billed was derived.
3. Voucher Preparation.
  - (a) Standard Form 1034 (SF 1034) shall be completed in accordance with the following instructional notations (see counterpart numbered blocks on Exhibit 1):
    - (1) Enter the request for payment number (number commencing with "1" and, thereafter, numbering each subsequent request consecutively until the last request for payment which shall be identified as "FINAL" in this block).
    - (2) Enter: Address provided in G.01.
    - (3) Self explanatory.
    - (4) Enter the contract number and date of award (Ex: DE-SOL-0000222/ 04-01-09)
    - (5) Leave blank.
    - (6) Leave blank.
    - (7) Enter the Contractor's/Company's name, mailing address (postal), and name/telephone number of the person/office responsible for preparing and submitting the voucher.
    - (8) Leave blank.
    - (9) Leave blank.
    - (10) Enter the 9 digit Employee Identification Number (EN) issued by the U. S. Internal Revenue Service (IRS) for tax purposes.
    - (11) Leave blank.
    - (12) Leave blank.
    - (13) Enter the pertinent number(s) and date.
    - (14) Enter the date the work was completed.
    - (15) Enter brief description of the work/services rendered (indicate the period covered, e.g., "Jan 10, 20xx "or "Jan-Feb 20xx").
    - (16) Leave blank.
    - (17) Leave blank.
    - (18) Leave blank.
    - (19) Enter the dollar amount of the billing. The amount claimed shall agree with the total amount reflected in the computation documentation that supports how amount billed was derived.
    - (20) Enter the total amount for all tasks included in this voucher.
  - (b) The computation of amount billed shall be attached to SF 1034 for each invoice billed above.
  - (c) A certification as to the correctness of the data included in Exhibit 1 and the attached



computation shall be provided by the Contractor for each payment requested. The certification shall read:

*I certify that this invoice and supporting task(s) documentation are correct, in accordance with the terms of the contract, and that the total amount requested herein represents payments made by the prime Contractor except as otherwise authorized in the payments provisions of the contract, and properly reflect the work performed.*

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(Signature)

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(Title)

4. Billing Period. Vouchers shall be submitted in accordance with Section G, G.04, INVOICING AND COST ACCRUAL REPORTING.
5. Submission.
  - (a) The Contractor should contact the cognizant contract administration office if assistance is needed for voucher submission.
  - (b) The certification, (3)(c) above, shall be attached to the original voucher and signed by a responsible official of the Contractor.

## SECTION J

### ATTACHMENT A - EXHIBIT 1

Standard Form 1034 Revised January 1980 Department of the Treasury I TFRM 4-2000		<b>PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL</b>				VOUCHER NO. <b>(1)</b>	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION  <b>(2)</b>			DATE VOUCHER PREPARED <b>(3)</b>		SCHEDULE NO.  <b>PAID BY</b>  <b>(6)</b>		
			CONTRACT NUMBER AND DATE <b>(4)</b>				
			REQUISITION NUMBER AND DATE <b>(5)</b>				
<div style="border: 1px solid black; padding: 10px; min-height: 100px;"> <b>PAYEE'S NAME AND ADDRESS</b>  <b>(7)</b> </div>					DATE INVOICE RECEIVED <b>(8)</b>		
					DISCOUNT TERMS <b>(9)</b>		
					PAYEE'S ACCOUNT NUMBER <b>(10)</b>		
					GOVERNMENT B/L NUMBER <b>(12)</b>		
SHIPPED FROM <b>(11)</b>			TO		WEIGHT		
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <i>(Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)</i>	QUANTITY	UNIT PRICE		AMOUNT	
				COST	PER	(1)	
<b>(13)</b>	<b>(14)</b>	<b>(15)</b>	<b>(16)</b>	<b>(17)</b>	<b>(18)</b>	<b>(19)</b>	
(Use continuation sheet(s) if necessary)			(Payee must NOT use the space below)			TOTAL	
PAYMENT: <input type="checkbox"/> PROVISIONAL <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> PROGRESS <input type="checkbox"/> ADVANCE		APPROVED FOR: <b>= \$</b>		EXCHANGE RATE <b>= \$1.00</b>		DIFFERENCES	
		<b>BY<sup>2</sup></b>   <b>TITLE</b>		Amount verified; correct for			
				(Signature or initials)			
		Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.					
<div style="display: flex; justify-content: space-between; align-items: center;"> <div>_____ (Date)</div> <div>_____ (Authorized Certifying Officer)<sup>2</sup></div> <div>_____ (Title)</div> </div>							
ACCOUNTING CLASSIFICATION							
<b>P A B I Y D</b>	CHECK NUMBER ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER ON (Name of bank)				
	CASH DATE		PAYEE <sup>3</sup>				
	\$						
<sup>1</sup> When stated in foreign currency, insert name of currency. <sup>2</sup> If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise, the approving officer will sign in the space provided, over his official title. <sup>3</sup> When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.					PER		
					TITLE		

Previous edition usable

1034-119

NSN 7540-00-900-2234

**PRIVACY ACT STATEMENT**

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

**SECTION J**  
**ATTACHMENT B**  
**Payment Information**  
**Treasury Financial Communications System**

Payments under Department of Energy (DOE) contracts will be made by use of electronic funds transfers. The information requested herein concerning the Contractor's financial institution will be used for that purpose. The information should be available through the Contractor's Financial Officer/Treasurer and the financial/banking institution.

If the Contractor's financial institution has access to the Federal Reserve Communications System, please do not complete items 10-13. If the financial institution does not have access to the Federal Reserve Communications System, please complete all items except item 7.

**(Items Below To Be Filled in by Offeror)**

1. Name of Company: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Contact Person: \_\_\_\_\_
4. Phone Number (include area code): \_\_\_\_\_
5. Name of Financial Institution: \_\_\_\_\_
6. Address of Financial Institution: \_\_\_\_\_
7. Financial Institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds: \_\_\_\_\_  
(Complete only if your financial institution has access to the Federal Reserve Communications System.)
8. Telegraphic abbreviation of financial institution: \_\_\_\_\_
9. Account number at your financial institution to be credited with the funds: \_\_\_\_\_
10. Name of the correspondent financial institution through which your financial institution receives electronic funds transfer messages, if it does not have access to the Federal Reserve Communications System: \_\_\_\_\_
11. Address of correspondent financial institution: \_\_\_\_\_
12. Correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds: \_\_\_\_\_
13. Telegraphic abbreviation of correspondent financial institution: \_\_\_\_\_
14. Signature and Title of authorizing Company Official: \_\_\_\_\_

_____ Signature	_____ Title	_____ Date
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Comments:

**SECTION J**  
**ATTACHMENT C**

**REPORT REQUIREMENTS AND DISTRIBUTION LIST**

**I. Reports**

	<u>Distribution (See Key)</u>		
	<b>1</b>	<b>2</b>	<b>3</b>
Scanning Plan	<b>X</b>	<b>X</b>	<b>X</b>
Quality Assurance Plan	<b>X</b>	<b>X</b>	<b>X</b>
Integrated Project Schedule	<b>X</b>	<b>X</b>	<b>X</b>
Monthly Status Report	<b>X</b>	<b>X</b>	<b>X</b>
Scanning Manuals and Procedures	<b>X</b>	<b>X</b>	<b>X</b>
Annual Self Assessment of Building 55	<b>X</b>	<b>X</b>	<b>X</b>
Facility Security Plan	<b>X</b>	<b>X</b>	<b>X</b>
Annual Report Tallying Classification and Declassification Determinations	<b>X</b>	<b>X</b>	<b>X</b>

Deliverables not referenced above (i.e. deliverables mentioned in Directives) shall be submitted to the CO and the cognizant official provided in the Directive.

**II. Addressees**

Addressees 1 and 2 are located at the address below:

U. S. Department of Energy  
ATTN:  
EM Consolidated Business Center  
250 East Fifth Street, Suite 500  
Cincinnati, OH 45202

Addressee 3 is located at DFC Building 55

**(Items Below To Be Filled in at award)**

1. , Contracting Officer, Office Of Contracting
2. , Contracting Officer's Representative, Office of Logistics Management
3. , Building 55 Security Specialist

**SECTION J**  
**ATTACHMENT D**  
**APPLICABLE DOE DIRECTIVES, ORDERS, LAWS, AND REGULATIONS**

This list was prepared for the convenience of the contractor. Omission of a Law or Regulation is not intended to imply that the law is not applicable to this contract. No deviations or waivers to Federal regulations will be given. Federal Regulations include but are not limited to the following:

Requirement No.	Requirement Title
10 CFR 707	Workplace Substance Abuse Programs at DOE Sites
10 CFR 708	DOE Contractor Employee Protection Program
10 CFR 824	Security Enforcement
10 CFR 830 Subpart A	Quality Assurance Requirements
10 CFR 830 Subpart B	Safety Basis Requirements
10 CFR 851	Worker Safety and Health
29 CFR 1910	Occupational Safety and Health
29 CFR 1960	Basic Program Elements for Federal Employee Occupational Safety and Health Programs and Related
36 CFR 1236	Management of Vital Records
36 CFR Chapter XII	NARA regulations
40 CFR	Protection of the Environment
5 U.S.C. 552a	Privacy Act of 1974
18 USC 2071	Concealment, removal, or mutilation generally
44 USC 2901 - 2909	Governs Records Management by NARA
44 USC 3101 - 3107	Governs Records Management by Federal Agencies
44 USC Chapters 21, 29, 33, and 35	National Archives and Records Administration

The DOE directives listed in the table below contain requirements relevant to the scope of work under this task order. Omission of a Directive is not intended to imply that the Directive is not applicable to this contract. In most cases, the requirements applicable to the Contractor are contained in a Contractor Requirements Document (CRD) attached to the DOE directive. The Contractor is encouraged to continuously evaluate the work scope and task order requirements for opportunities to improve efficiency or creativity and propose alternative methods to those specified in the DOE directives to the CO for review and possible modification of the contract. DOE has an extensive inventory of guides, standards, and manuals. It is intended for the contractor to make use of these resources and incorporate them in to the contractor's program, to comply with the requirements of this contract. DOE has listed for convenience several of the

standards, guides, and handbooks the contractor is expected to follow during the performance of this contract. The contractor may identify that several more are needed to comply with the requirement of this contract. Use of alternate methods is encouraged to improve efficiency; however, use of alternate methods shall be brought to the attention of the COR for review, comment, and approval prior to use.

Directive No.	Requirement Title
Department of Defense (DoD) 5015.02-STD	Electronic Records Management Software Applications Design Criteria Standard
DOE Manual 205.1-3	Telecommunications Security
DOE Manual 205.1-4	National Security System Manual
DOE Manual 205.1-5	Cyber Security Process Requirements Manual
DOE Manual 205.1-6	Media Sanitization Manual
DOE Manual 205.1-7	Security Controls for Unclassified Information Systems Manual
DOE Manual 205.1-8	Cyber Security Incident Management Manual
DOE Manual 452.4-1A	Protection of Use Control Vulnerabilities and Design
DOE Manual 470.4-1	Safeguards and Security Program Planning and Management
DOE Manual 470.4-2	Physical Protection
DOE Manual 470.4-3	Protective Force
DOE Manual 470.4-4A	Information Security
DOE Manual 470.4-5	Personnel Security
DOE Manual 471.1-1	Identification and Protection of Unclassified Controlled Nuclear Information
DOE Manual 471.3-1	Manual for Identifying and Protecting Official Use Only Information
DOE Manual 475.1-1B	Manual for Identifying Classified Information
DOE Order 142.3	Unclassified Foreign Visits and Assignments Program
DOE Order 151.1C	Comprehensive Emergency Management System
DOE Order 205.1A	Department of Energy Cyber Security Management
DOE Order 206.1	Department of Energy Privacy Program
DOE Order 221.1A	Reporting of Fraud, Waste, Abuse, Corruption or Mismanagement
DOE Order 243.1	Records Management Program

Directive No.	Requirement Title
DOE Order 243.2	Vital Records
DOE Order 350.1 Change 1 Chapter VIII	Contractor Human Resource Management Programs
DOE Order 414.1C	Quality Assurance Program
DOE Order 470.4A	Safeguards and Security Program
DOE Order 471.1A	Identification and Protection of Unclassified Controlled Nuclear Information
DOE Order 471.3	Identifying and Protecting Official Use Only Information
DOE Order 475.2	Identifying Classified Information
DOE Order 552.1A	DOE Travel Policy
DOE Order 1500.2A	Travel Policies and Procedures
EMCBC Policy IP-240-03 Rev 2	Application Development
EMCBC Policy IP 243-02 Rev 1	EMCBC Vital Records Identification and Protection
EMCBC Policy IP 243-03 Rev 1	EMCBC Identifying, Filing and Maintaining Records
EMCBC Policy PS 243-01 Rev 1	EMCBC Records Management Policy
Presidential Directive 12	Homeland Security Presidential Directive 12 Credentialing

### **DOE GUIDES**

DOE Guides are part of the DOE Directives System and are issued to provide supplemental information regarding the Department's expectations of its requirements as contained in rules, Orders, Notices, and regulatory standards. Guides may also provide acceptable methods for implementing these requirements and expedite the approval of contractor deliverables. Guides are not substitutes for requirements, nor do they replace technical standards that are used to describe established practices and procedures for implementing requirements. The goal of the processes described in the Guides is to lead to a timely, cost-effective implementation of the rules, Orders, Notices, and regulatory standards. Guides are not requirements documents and are not to be construed as requirements in any audit or appraisal for compliance with the parent Policy, Order, Notice, or Manual. DOE Guides for DOE Orders listed in this attachment and Guides for implementing tasks associated with the PWS can be found at the below DOE website: <http://www.directives.doe.gov/directives/current.html#number>

EMCBC Policies Plans and Procedures can be found at:  
<http://www.emcbc.doe.gov/policies/policies.php>

**SECTION J**  
**ATTACHMENT E**  
**DEPARTMENT OF LABOR WAGE DETERMINATION**

WD 05-2081 (Rev.-6) was first posted on [www.wdol.gov](http://www.wdol.gov) on 09/30/2008

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
| WASHINGTON D.C. 20210  
|

| Wage Determination No.: 2005-2081

Shirley F. Ebbesen Division of | Revision No.: 6  
Director Wage Determinations | Date Of Revision: 09/19/2008

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State: Colorado

Area: Colorado Counties of Adams, Arapahoe, Boulder, Broomfield, Clear Creek,  
Denver, Douglas, Elbert, Gilpin, Grand, Jackson, Jefferson, Logan, Morgan, Park,  
Phillips, Sedgwick, Summit, Washington, Weld, Yuma

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.16
01012 - Accounting Clerk II	16.44
01013 - Accounting Clerk III	18.38
01020 - Administrative Assistant	24.16
01040 - Court Reporter	17.81
01051 - Data Entry Operator I	12.68
01052 - Data Entry Operator II	14.60
01060 - Dispatcher, Motor Vehicle	19.37
01070 - Document Preparation Clerk	12.93
01090 - Duplicating Machine Operator	12.93
01111 - General Clerk I	12.93
01112 - General Clerk II	13.79
01113 - General Clerk III	15.48
01120 - Housing Referral Assistant	21.75
01141 - Messenger Courier	10.76
01191 - Order Clerk I	14.72
01192 - Order Clerk II	15.71
01261 - Personnel Assistant (Employment) I	15.51
01262 - Personnel Assistant (Employment) II	17.50
01263 - Personnel Assistant (Employment) III	19.71
01270 - Production Control Clerk	19.78
01280 - Receptionist	12.95
01290 - Rental Clerk	15.34
01300 - Scheduler, Maintenance	16.57
01311 - Secretary I	16.57
01312 - Secretary II	19.16
01313 - Secretary III	21.75
01320 - Service Order Dispatcher	14.37
01410 - Supply Technician	24.16
01420 - Survey Worker	16.78
01531 - Travel Clerk I	12.70
01532 - Travel Clerk II	13.32
01533 - Travel Clerk III	14.25



01611 - Word Processor I	13.17
01612 - Word Processor II	15.64
01613 - Word Processor III	17.31
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	26.19
05010 - Automotive Electrician	19.46
05040 - Automotive Glass Installer	18.44
05070 - Automotive Worker	18.44
05110 - Mobile Equipment Servicer	16.77
05130 - Motor Equipment Metal Mechanic	19.83
05160 - Motor Equipment Metal Worker	18.44
05190 - Motor Vehicle Mechanic	19.83
05220 - Motor Vehicle Mechanic Helper	15.63
05250 - Motor Vehicle Upholstery Worker	18.44
05280 - Motor Vehicle Wrecker	18.44
05310 - Painter, Automotive	18.75
05340 - Radiator Repair Specialist	18.44
05370 - Tire Repairer	14.98
05400 - Transmission Repair Specialist	19.83
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.52
07041 - Cook I	12.24
07042 - Cook II	13.47
07070 - Dishwasher	9.69
07130 - Food Service Worker	10.90
07210 - Meat Cutter	15.13
07260 - Waiter/Waitress	9.68
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	17.33
09040 - Furniture Handler	14.45
09080 - Furniture Refinisher	17.33
09090 - Furniture Refinisher Helper	14.45
09110 - Furniture Repairer, Minor	16.45
09130 - Upholsterer	17.33
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.08
11060 - Elevator Operator	11.08
11090 - Gardener	18.19
11122 - Housekeeping Aide	10.30
11150 - Janitor	12.01
11210 - Laborer, Grounds Maintenance	14.67
11240 - Maid or Houseman	9.05
11260 - Pruner	13.16
11270 - Tractor Operator	17.30
11330 - Trail Maintenance Worker	14.67
11360 - Window Cleaner	13.37
12000 - Health Occupations	
12010 - Ambulance Driver	17.04
12011 - Breath Alcohol Technician	19.95
12012 - Certified Occupational Therapist Assistant	18.74
12015 - Certified Physical Therapist Assistant	17.42
12020 - Dental Assistant	18.39
12025 - Dental Hygienist	36.26
12030 - EKG Technician	21.35
12035 - Electroneurodiagnostic Technologist	21.35
12040 - Emergency Medical Technician	17.76

12071 - Licensed Practical Nurse I	17.83	
12072 - Licensed Practical Nurse II	19.95	
12073 - Licensed Practical Nurse III	22.13	
12100 - Medical Assistant	15.94	
12130 - Medical Laboratory Technician	17.47	
12160 - Medical Record Clerk	15.33	
12190 - Medical Record Technician	16.10	
12195 - Medical Transcriptionist	17.78	
12210 - Nuclear Medicine Technologist	31.70	
12221 - Nursing Assistant I	11.21	
12222 - Nursing Assistant II	12.82	
12223 - Nursing Assistant III	14.00	
12224 - Nursing Assistant IV	15.71	
12235 - Optical Dispenser	19.21	
12236 - Optical Technician	18.19	
12250 - Pharmacy Technician	14.37	
12280 - Phlebotomist	15.71	
12305 - Radiologic Technologist	24.05	
12311 - Registered Nurse I	29.00	
12312 - Registered Nurse II	34.16	
12313 - Registered Nurse II, Specialist	34.16	
12314 - Registered Nurse III	43.10	
12315 - Registered Nurse III, Anesthetist	43.10	
12316 - Registered Nurse IV	51.68	
12317 - Scheduler (Drug and Alcohol Testing)	24.59	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	17.90	
13012 - Exhibits Specialist II	22.16	
13013 - Exhibits Specialist III	27.12	
13041 - Illustrator I	17.90	
13042 - Illustrator II	22.16	
13043 - Illustrator III	27.12	
13047 - Librarian	27.60	
13050 - Library Aide/Clerk	14.55	
13054 - Library Information Technology Systems Administrator	22.39	
13058 - Library Technician	16.15	
13061 - Media Specialist I	17.56	
13062 - Media Specialist II	19.65	
13063 - Media Specialist III	21.90	
13071 - Photographer I	15.98	
13072 - Photographer II	17.88	
13073 - Photographer III	22.14	
13074 - Photographer IV	27.08	
13075 - Photographer V	32.78	
13110 - Video Teleconference Technician	18.26	
14000 - Information Technology Occupations		
14041 - Computer Operator I	16.60	
14042 - Computer Operator II	18.65	
14043 - Computer Operator III	21.85	
14044 - Computer Operator IV	24.24	
14045 - Computer Operator V	28.56	
14071 - Computer Programmer I (1)	22.10	
14072 - Computer Programmer II (1)	27.30	
14073 - Computer Programmer III (1)		
14074 - Computer Programmer IV (1)		
14101 - Computer Systems Analyst I (1)		

14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	16.60
14160 - Personal Computer Support Technician	24.24
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	32.55
15020 - Aircrew Training Devices Instructor (Rated)	39.40
15030 - Air Crew Training Devices Instructor (Pilot)	46.84
15050 - Computer Based Training Specialist / Instructor	30.38
15060 - Educational Technologist	28.35
15070 - Flight Instructor (Pilot)	46.82
15080 - Graphic Artist	20.00
15090 - Technical Instructor	20.71
15095 - Technical Instructor/Course Developer	25.35
15110 - Test Proctor	16.73
15120 - Tutor	16.73
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.84
16030 - Counter Attendant	9.84
16040 - Dry Cleaner	11.76
16070 - Finisher, Flatwork, Machine	9.84
16090 - Presser, Hand	9.84
16110 - Presser, Machine, Drycleaning	9.84
16130 - Presser, Machine, Shirts	9.84
16160 - Presser, Machine, Wearing Apparel, Laundry	9.84
16190 - Sewing Machine Operator	12.54
16220 - Tailor	14.48
16250 - Washer, Machine	10.22
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.32
19040 - Tool And Die Maker	21.57
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.70
21030 - Material Coordinator	19.78
21040 - Material Expediter	19.78
21050 - Material Handling Laborer	15.51
21071 - Order Filler	12.45
21080 - Production Line Worker (Food Processing)	14.70
21110 - Shipping Packer	13.66
21130 - Shipping/Receiving Clerk	13.66
21140 - Store Worker I	11.90
21150 - Stock Clerk	15.12
21210 - Tools And Parts Attendant	16.28
21410 - Warehouse Specialist	14.70
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.21
23021 - Aircraft Mechanic I	24.01
23022 - Aircraft Mechanic II	25.21
23023 - Aircraft Mechanic III	26.46
23040 - Aircraft Mechanic Helper	18.46
23050 - Aircraft, Painter	23.52
23060 - Aircraft Servicer	21.01
23080 - Aircraft Worker	21.38
23110 - Appliance Mechanic	22.34
23120 - Bicycle Repairer	14.98
23125 - Cable Splicer	27.79

23130 - Carpenter, Maintenance	19.14	
23140 - Carpet Layer	18.72	
23160 - Electrician, Maintenance	23.44	
23181 - Electronics Technician Maintenance I	20.78	
23182 - Electronics Technician Maintenance II	22.66	
23183 - Electronics Technician Maintenance III	24.05	
23260 - Fabric Worker	17.45	
23290 - Fire Alarm System Mechanic	21.09	
23310 - Fire Extinguisher Repairer	17.63	
23311 - Fuel Distribution System Mechanic	21.99	
23312 - Fuel Distribution System Operator	18.95	
23370 - General Maintenance Worker	18.65	
23380 - Ground Support Equipment Mechanic	24.01	
23381 - Ground Support Equipment Servicer	21.01	
23382 - Ground Support Equipment Worker	21.38	
23391 - Gunsmith I	15.89	
23392 - Gunsmith II	18.40	
23393 - Gunsmith III	20.88	
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.65	
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	22.78	
23430 - Heavy Equipment Mechanic	21.01	
23440 - Heavy Equipment Operator	19.85	
23460 - Instrument Mechanic	25.89	
23465 - Laboratory/Shelter Mechanic	19.65	
23470 - Laborer	12.61	
23510 - Locksmith	19.06	
23530 - Machinery Maintenance Mechanic	23.43	
23550 - Machinist, Maintenance	19.33	
23580 - Maintenance Trades Helper	14.45	
23591 - Metrology Technician I	25.89	
23592 - Metrology Technician II	27.19	
23593 - Metrology Technician III	28.55	
23640 - Millwright	21.15	
23710 - Office Appliance Repairer	20.14	
23760 - Painter, Maintenance	17.55	
23790 - Pipefitter, Maintenance	23.09	
23810 - Plumber, Maintenance	20.59	
23820 - Pneudraulic Systems Mechanic	20.88	
23850 - Rigger	20.79	
23870 - Scale Mechanic	18.40	
23890 - Sheet-Metal Worker, Maintenance	18.23	
23910 - Small Engine Mechanic	17.92	
23931 - Telecommunications Mechanic I	24.46	
23932 - Telecommunications Mechanic II	25.65	
23950 - Telephone Lineman	22.96	
23960 - Welder, Combination, Maintenance	17.99	
23965 - Well Driller	20.88	
23970 - Woodcraft Worker	20.88	
23980 - Woodworker	16.73	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	10.40	
24580 - Child Care Center Clerk	13.79	
24610 - Chore Aide	9.19	
24620 - Family Readiness And Support Services Coordinator	14.60	
24630 - Homemaker	15.85	

25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.60
25040 - Sewage Plant Operator	22.79
25070 - Stationary Engineer	22.60
25190 - Ventilation Equipment Tender	15.99
25210 - Water Treatment Plant Operator	22.79
27000 - Protective Service Occupations	
27004 - Alarm Monitor	18.22
27007 - Baggage Inspector	11.95
27008 - Corrections Officer	21.86
27010 - Court Security Officer	24.24
27030 - Detection Dog Handler	19.38
27040 - Detention Officer	21.86
27070 - Firefighter	26.37
27101 - Guard I	11.95
27102 - Guard II	19.38
27131 - Police Officer I	28.59
27132 - Police Officer II	31.24
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.89
28042 - Carnival Equipment Repairer	12.82
28043 - Carnival Equipment Worker	9.30
28210 - Gate Attendant/Gate Tender	13.61
28310 - Lifeguard	11.73
28350 - Park Attendant (Aide)	15.23
28510 - Recreation Aide/Health Facility Attendant	10.75
28515 - Recreation Specialist	13.45
28630 - Sports Official	12.13
28690 - Swimming Pool Operator	17.05
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.36
29020 - Hatch Tender	21.36
29030 - Line Handler	21.36
29041 - Stevedore I	19.92
29042 - Stevedore II	24.27
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.31
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.04
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.57
30021 - Archeological Technician I	19.38
30022 - Archeological Technician II	21.67
30023 - Archeological Technician III	26.86
30030 - Cartographic Technician	26.41
30040 - Civil Engineering Technician	21.45
30061 - Drafter/CAD Operator I	18.34
30062 - Drafter/CAD Operator II	20.57
30063 - Drafter/CAD Operator III	23.84
30064 - Drafter/CAD Operator IV	31.50
30081 - Engineering Technician I	16.24
30082 - Engineering Technician II	19.04
30083 - Engineering Technician III	22.73
30084 - Engineering Technician IV	26.62
30085 - Engineering Technician V	30.59
30086 - Engineering Technician VI	37.03
30090 - Environmental Technician	24.08
30210 - Laboratory Technician	19.43

30240 - Mathematical Technician	26.62	
30361 - Paralegal/Legal Assistant I	18.70	
30362 - Paralegal/Legal Assistant II	23.16	
30363 - Paralegal/Legal Assistant III	28.33	
30364 - Paralegal/Legal Assistant IV	34.28	
30390 - Photo-Optics Technician	26.62	
30461 - Technical Writer I	24.81	
30462 - Technical Writer II	30.29	
30463 - Technical Writer III	36.69	
30491 - Unexploded Ordnance (UXO) Technician I	23.46	
30492 - Unexploded Ordnance (UXO) Technician II	28.38	
30493 - Unexploded Ordnance (UXO) Technician III	34.01	
30494 - Unexploded (UXO) Safety Escort	23.46	
30495 - Unexploded (UXO) Sweep Personnel	23.46	
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	23.84	
30621 - Weather Observer, Senior (2)	26.41	
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	11.27	
31030 - Bus Driver	15.89	
31043 - Driver Courier	14.43	
31260 - Parking and Lot Attendant	9.13	
31290 - Shuttle Bus Driver	15.48	
31310 - Taxi Driver	11.72	
31361 - Truckdriver, Light	15.48	
31362 - Truckdriver, Medium	19.56	
31363 - Truckdriver, Heavy	20.37	
31364 - Truckdriver, Tractor-Trailer	20.37	
99000 - Miscellaneous Occupations		
99030 - Cashier	10.51	
99050 - Desk Clerk	9.85	
99095 - Embalmer	23.08	
99251 - Laboratory Animal Caretaker I	10.16	
99252 - Laboratory Animal Caretaker II	10.67	
99310 - Mortician	21.99	
99410 - Pest Controller	18.55	
99510 - Photofinishing Worker	12.01	
99710 - Recycling Laborer	16.57	
99711 - Recycling Specialist	20.00	
99730 - Refuse Collector	14.89	
99810 - Sales Clerk	11.95	
99820 - School Crossing Guard	12.64	
99830 - Survey Party Chief	22.51	
99831 - Surveying Aide	12.50	
99832 - Surveying Technician	20.47	
99840 - Vending Machine Attendant	14.38	
99841 - Vending Machine Repairer	17.05	
99842 - Vending Machine Repairer Helper	14.38	

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$3.24 per hour or \$129.60 per week or \$561.60 per month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29

CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS** (as numbered):

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption.

Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to



provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. { See Section 4.6 (C)(vi) } When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

## **Section K - Representations, Certifications, and Other Statements of Bidders**

Various statutes and regulations require Federal agencies to obtain certain representations, certifications, and other statements from offerors in connection with the award of contracts. Offerors are required to complete the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://orca.bpn.gov/>. In addition, all offerors submitting a proposal in response to this solicitation must complete the representations, certifications, and other statements of bidders/offerors, as indicated by the placement of an "X" to the right of the numerical designation for the Item.

1. ☒ Annual Representations and Certifications (Feb 2009)(FAR 52.204-8)
2. ☒ Certification of Toxic Chemical Release Reporting. (Aug 2003) (FAR 52.223-13)
3. ☒ Facility Clearance (MAY 2002) (DEAR 952.204-73)
  - (a) ☒ Certificate Pertaining to Foreign Interests, Standard Form 328
  - (b) ☒ Summary FOCI Data Sheet
  - (c) ☒ Representative of Foreign Interest Statement (if appropriate)
4. ☒ Organizational Conflicts of Interest Disclosure (Jun 1997) (DEAR 952.209-8)

### **52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (FEB 2009)**

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561110.
  - (2) The small business size standard is \$7,000,000.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
  - (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
    - ☐ (i) Paragraph (d) applies.
    - ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
  - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to

solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

[ ](i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

[ ](ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

[ ](iii) 52.219-22, Small Disadvantaged Business Status.

[ ](A) Basic.

[ ](B) Alternate I.

[ ](iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

[ ](v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

[ ](vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

[ ](vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

[ ](viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

[ ](ix) 52.227-6, Royalty Information.

[ ](A) Basic.

[ ](B) Alternate I.

[ ](x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.  
 (End of Provision)

**52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING.  
(AUG 2003)**

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)

\_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

\_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

\_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

\_\_\_ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

\_\_\_ (v) The facility is not located in the United States or its outlying areas.

(End of provision)

**952.204-73 FACILITY CLEARANCE. (MAY 2002)**

Notices

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national

security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, Standard Form (SF) 328.

(1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the offeror must submit a Certificate Pertaining to Foreign Interests, Standard Form 328, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package.

(2) Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

(3) Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

(b) Definitions.

(1) Foreign Interest means any of the following:

- (i) A foreign government, foreign government agency, or representative of a foreign government;
- (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
- (iii) Any person who is not a citizen or national of the United States.

(2) Foreign Ownership, Control, or Influence (FOCI) means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) Facility Clearance means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:

- (1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;
- (2) A contract or proposed contract containing the appropriate security clauses;
- (3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;
- (4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
- (5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
- (6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and
- (7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.

(d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.

(e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.



(f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime contractor or the Contracting Officer for the prime contract.

**Notice to Offerors--Contents Review (Please Review Before Submitting)**

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the offeror should review the FOCI submission to ensure that:

- (1) The Standard Form 328 has been signed and dated by an authorized official of the company;
- (2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;
- (3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;
- (4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and
- (5) A summary FOCI data sheet.

Note: A FOCI submission must be attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

*\*Note: A blank SF 328 can be found at the acquisition web-site under the Documents Library tab: [http://www.emcbc.doe.gov/Rocky\\_Flats/index.php](http://www.emcbc.doe.gov/Rocky_Flats/index.php)*

As part of the Facility Clearance process and the FOCI determination the contractor shall complete the "Summary FOCI Data Sheet" in Attachment L-7 and when appropriate the "Representative of Foreign Interest Statement" in Attachment L-8.

**952.209-8 ORGANIZATIONAL CONFLICTS OF INTEREST-DISCLOSURE - (DEVIATION) (JUN 1997)**

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) The Offeror shall provide the statement described in paragraph (c) of this provision as an Exhibit to this Section K.

(c) The statement must contain the following:

- (1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.
  - (2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.
- (d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation. (End of provision)

## **Section L - Instructions, Conditions, and Notices to Bidders**

### **L.01 FAR PROVISIONS**

#### **52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)**

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

#### **52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)**

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets-To Be Filled in by Offeror*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and Relevant Past Performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)**

The need for customary progress payments conforming to the regulations in Subpart 32.5 of the Federal Acquisition Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232-16 and its Alternate I of the FAR. Even though the clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

**L.02 PROPOSAL PREPARATION INSTRUCTIONS--GENERAL**

- (a) The term "Offeror" as used in this Section L refers to the single legal entity submitting the offer which may be a "contractor team arrangement" as that term is defined in FAR 9.601. The Offeror may be preexisting or newly formed for the purposes of competing for this Contract.
- (b) Intention to Propose Notification. To enable DOE to anticipate the number of submissions to be evaluated, please complete the "Intention to Propose Notification" form (Attachment L-1) provided in this section, and e-mail the completed form to the Contracting Officer David Hills at [david.hills@emcbc.doe.gov](mailto:david.hills@emcbc.doe.gov), not later than five (5) calendar days prior to proposal due date. Any response does not commit or restrict interested parties in any way regarding their future participation in this process.
- (c) Proposal Due Date. Proposals must be received in accordance with L.11. See FAR 52.215-1 above, which describes the treatment of late submission, modification, revision, and withdrawal of proposals.
- (d) Overall Arrangement of Proposal. Proposals are expected to conform to the solicitation provisions regarding preparation of offers. To aid in the evaluation, proposals must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number. The overall proposal shall consist of three (3) physically separated volumes, individually titled as stated below. Each volume shall contain a Table of Contents and a Glossary of Abbreviations and Acronyms. The required number of volumes for each proposal is shown below. Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. Information required for proposal evaluation, which is not found in its designated section, may result in an unfavorable evaluation. With the exception of pricing information requested in Section B, "Supplies or Services



and Price,” all contractual cost and pricing information shall be addressed ONLY in the Cost Volume, unless otherwise specified. This solicitation requires Offerors to submit its entire proposal in hardcopy and electronic format (CD-ROM) as follows:

<u>Proposal Volume Title</u>	<u>Copies Required</u>
Volume I - Offer and Other Documents	3 originals, 4 copies, and 5 CD-ROM
Volume II - Technical Proposal	1 original, 4 copies, and 5 CD-ROM
Volume III - Cost/Price Proposal	1 original, 1 copy, and 2 CD-ROM

The cover and outside of each CD-ROM must clearly identify the volume to which it relates. Electronic media versions of proposal files are to be formatted in Adobe Acrobat 6.0 (PDF) or higher. The electronic media versions provided shall be searchable. The CD-ROMs are provided for evaluation convenience only. The written material constitutes the official offer and proposal. In the event of a conflict, the written material takes precedence over the CD-ROM text.

- (e) Page Limitation. Page limitations are specified for each volume in the applicable sections that follow.
- (f) Page Count Exceptions. Every page of each volume shall be counted towards the page limitation of the proposal, including attachments, appendices and annexes except for the Table of Contents, Cross Reference Matrix, Title Pages, Glossary, Blank Pages, Resumes, Employee Qualification Sheets, Relevant Past Performance information/forms, and Dividers/Tabs.
- (g) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.
- (h) Binding and Labeling. Each volume shall be separately bound in three-holed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror’s name, the solicitation number, the title of the solicitation, the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by volume and by individual sections within each volume.
- (i) Page Description.
  1. Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be numbered sequentially by volume and by section within the volumes. The solicitation number, page number and the legend at FAR 52.215-1(e), “Restriction on Disclosure and Use of Data,” as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that, which is described in the text below, can be used for this information, however, other text reductions are unacceptable.
  2. Graphs, tables and spreadsheets where necessary must be 10 point or larger Times

New Roman font type. All other text must be typed using 12 point (or larger), single - spaced, and using Times New Roman font type.

3. Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches. Foldout pages shall fold entirely within the volume. Page margins for the foldouts shall be a minimum of one inch at the top, bottom and each side. Foldouts may only be used for large tables, charts, graphs, diagrams and other schematics, and not for pages of text. Foldout pages will be counted as one (1) page each in Volume II.
  4. Proposals will only be read and evaluated up to the page limitations. Page counting will begin with the first page of each item subject to a page limitation. Pages exceeding the page count will not be read or evaluated. **NO MATERIAL SHALL BE INCORPORATED BY REFERENCE AS A MEANS TO CIRCUMVENT THE PAGE LIMITATIONS.**
- (j) Table of Contents. The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.
- (k) Cross-Reference Matrix. The Offeror shall provide a Cross-Reference Matrix which correlates the proposal by page and paragraph number to Sections C, L, and M. The Cross-reference Matrix shall be inserted in the Offeror's proposal immediately following the Table of Contents for Volume II.
- (l) Reading Room(s)/Documents Library. A reading room(s)/Documents Library containing documents applicable to this solicitation is available at:
- [http://www.emcbc.doe.gov/Rocky\\_Flats/Document%20Library.php](http://www.emcbc.doe.gov/Rocky_Flats/Document%20Library.php)
- (m) Classified Information. The Offeror shall not provide classified information in response to this solicitation.
- (n) Point of Contact. The Contracting Officer (CO) is the sole point of contact during the conduct of this procurement.
- (o) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the government's requirements. If you feel any part of the solicitation contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to assure yourself of submitting a complete proposal, you are cautioned to resolve all questionable areas with the CO.
- (p) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by amendment.
- (q) Information Provided. The government will evaluate on the basis of information provided in the proposal. The government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal.

- (r) Alternate Proposals. Alternate proposals are not solicited or desired, and will not be evaluated or accepted.
- (s) Joint Ventures and Teaming Arrangements. Offerors who submit a proposal as a joint venture shall provide full and complete information on each of the participating firms, as well as the proposed joint venture organization itself, with particular emphasis placed on the ability of the joint venture to satisfy the evaluation criteria. In addition, full and complete information must be provided on the management of any teaming arrangements that may be involved in the performance of work. The Offeror shall provide copies or drafts of the applicable joint venture and/or LLC agreements, any applicable mentor/protégé agreements or arrangements, and any agreements and/or arrangements with subcontractors regarding the nature and extent of the work to be performed under this solicitation. DOE reserves the right to require consent to subcontract for each of the proposed subcontractors in accordance with FAR 52.244-2, Subcontracts.
- (t) Pre-proposal Conference. A pre-proposal conference will NOT be held. All questions or comments pertaining to this solicitation must be written and transmitted by e-mail to the CO. DOE will post answers to all written questions submitted, on the EMCBC Rocky Flats website at [http://www.emcbc.doe.gov/rocky\\_flats](http://www.emcbc.doe.gov/rocky_flats)
- (u) Internet Sites. The Internet sites referenced throughout the solicitation can be found at the locations listed below:
1. Federal Business Opportunities (FedBizOpps): <https://www.fbo.gov/>
  2. DOE Center--Doing Business with DOE: <http://e-center.doe.gov>
  3. Federal Acquisition Regulation (FAR) clauses and provisions and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR: <http://www.arnet.gov/far/>
  4. Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions: <http://management.energy.gov/DEAR.htm>
  5. Department of Energy Directives (Orders, Manuals, and Guides): <http://www.directives.doe.gov/directives/current.html#number>
- (v) Independent Protest Review. Offerors are hereby notified that in the event of a protest, interested parties may request an independent review of their protest to the agency at a level above the contracting officer. This independent review is available: (1) as an alternative to consideration by the contracting officer of a protest or; (2) as an appeal of the contracting officer's decision on a protest. Designation of the official(s) conducting this independent review shall be determined by the agency. Reference FAR 52.233-2, Service of Protest.

**L.03 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I: OFFER AND OTHER DOCUMENTS**

- (a) General. Volume I, Offer and Other Documents contains the offer to enter into a contract and other documents. Offerors shall assemble the information for Volume I in the order listed below ((paragraphs L.03 (b) to L.03 (p)). The signed original(s) of all documents requiring signature by the Offerors shall be contained in the original volume. **There is no page limitation on Volume I.**
- (b) Cover Letter and Authorization to Release Information. The Offeror shall provide a completed and signed cover letter (See Section L Attachment L-2 for Form) and if appropriate a completed signed Authorization to Release Information Form (See Section L Attachment L-5 for Form). These forms will not be evaluated.
- (c) Section A, Standard Form (SF) 33, Solicitation Offer and Award. The Standard Form 33 shall be fully executed by an authorized representative of the Offeror. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents. By the Offeror's signature on the Standard Form 33, it is agreeing to accept the model contract (Sections A through K of this RFP) as written. Offerors do not need to submit the complete language from all of the contract clauses in its proposal. Rather, Offerors need only submit those pages in which the Offeror is to complete certain information as a part of its offer. Those specific areas are described in subsequent paragraphs. This offeror shall also acknowledge all amendments to the solicitation in block 14 of the SF 33. The acceptance period entered on this form by the Offeror shall not be less than that prescribed in block 12 of the SF33, which shall apply if no greater period is offered.
- (d) Section B, (OF 336). The contractor shall insert the appropriate prices/rates for all CLINs/subCLINs except for CLIN 00008, 00016, 00024, 00032, and 00040.
- (e) Section H, H.04. The Offeror shall insert date
- (f) Section H, H.10 Government Furnished Services and Items. The Offeror shall insert any of the Government Furnished Equipment it elects to use from the list provided in Section L, Attachment L-6, Paragraph 6.
- (g) Section H, H.22, Key Personnel. The Offeror shall insert the names for all Key Personnel.
- (h) Section H, H.26. The Offeror shall insert the Name and address of its Small Business Administration Office.
- (i) Section I, 52.219-18. Insert contractor's name
- (j) Section I, 52.227.23. The Offeror shall complete the clause in Section I, Rights to Proposal Data, if applicable.
- (k) Section J, Attachment B. The Offeror shall complete all appropriate lines.

- (l) Section K, Representations and Certifications. Offerors, teaming partners, and subcontractors shall fully execute Representations, Certifications and Other Statements of the Offeror by an authorized representative of the Offeror. This includes the ORCA database review/update as required by FAR 52.204-8 Annual Representations and Certifications (FEB 2009) (see Section K).
- (m) Section K, SF 328, Summary FOCI Data Sheet, and Representative of Foreign Interest Statement. The Offeror shall complete: the Certificate Pertaining to Foreign Interests, Standard Form 328, in accordance with DEAR 952.204-73; the Summary FOCI Data Sheet; and when applicable the Representative of Foreign Interest Statement.
- (n) Section L, Attachments L-1 through L-5, L-7, and L-8. The Offeror shall complete all appropriate Forms/Letters.
- (o) Exceptions and Deviations. Exceptions and/or deviations are not sought and the Government is under no obligation to enter into discussions. However, any exceptions and/or proposed deviations taken to the terms and conditions of the proposed contract shall be identified. The exceptions and proposed deviations shall be listed in a logical sequence such as by individual sections of the solicitation. The Offeror shall provide a summary and specific cross-references to the full discussion of exceptions or deviations taken in the other proposal volumes.
- IF AN OFFEROR PROPOSES EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS OF THE SOLICITATION, THE PROPOSAL MAY BE UNACCEPTABLE FOR AWARD WITHOUT DISCUSSIONS. FURTHER, DOE MAY MAKE AN AWARD WITHOUT DISCUSSIONS TO ANOTHER OFFEROR THAT DID NOT TAKE EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS.
- (p) Additional Information. If the address shown on the SF 33 is different from the remittance address, it shall be provided along with any other information the Offeror needs to bring to the attention of the government.

#### **L.04 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II: TECHNICAL PROPOSAL**

The Technical Proposal consists of the Offeror's capabilities and approach to accomplishing the requirements as described in the PWS, Relevant Experience, and Relevant Past Performance information. An Offeror's technical proposal shall address each Task and Subtask of the PWS. The Offeror shall provide a Cross-Reference Matrix which correlates the Technical Proposal by page and paragraph number to Sections C, L, and M. The Cross-Reference Matrix shall be inserted in the Offeror's Technical Proposal immediately following the Table of Contents for Volume II. No cost or price information shall be included in the Technical Proposal. The proposals will be evaluated using information submitted by the Offerors on the four factors below, which are listed in descending order of importance:

- Key Personnel (Personnel performing Tasks 3A and Program Manager)
- Technical Approach

- Relevant Experience
- Relevant Past Performance

Within this descending order of importance the Key Personnel is more important than Technical Approach. Key Personnel and Technical Approach combined are significantly more important than the other factors combined. Relevant Experience is more important than Relevant Past Performance.

A page limitation of 25 pages is established for Volume II of the Proposal, pages that exceed this amount will not be evaluated. Of the 25 pages, no more than 10 pages shall be devoted to the Scanning Project Technical Approach. Resumes shall be required for the Task 3A proposed employee and the Program Manager. Resumes shall be limited to three (3) pages per resume. All other contractor employees proposed to work on this effort shall require Employee Qualification Sheets that shall be limited to one (1) page per employee. Every page of Volume II shall be counted towards the page limitation of the proposal, including attachments, appendices and annexes. Exceptions to the page limitations are: the Table of Contents, Cross Reference Matrix, Title Pages, Glossary, Blank Pages, Resumes, Employee Qualification Sheets, Relevant Past Performance information/forms, and Dividers/Tabs which will not be counted. No cost or price information shall be included in the Technical Proposal.

The format and content of Volume II - Technical Proposal, shall include a Table of Contents, Cross-Reference Matrix, and address the following specific areas in the order listed below ((paragraphs L.04 (a) to L.04 (d)).

#### **(a) Key Personnel**

The Offeror will be evaluated on the Key Personnel (Section C, Task 3A – Classifier/Declassifier only and the Program Manager) it proposes. The Key Personnel will be evaluated for current active Q or active Top Secret security clearance (to include agency and date clearance granted/continued). Resumes for the Task 3A proposed employee and the program manager shall describe experience that is similar in *size, scope and complexity*<sup>4</sup> to the requirements in the PWS and qualifications (e.g. education/training, certifications/approvals, and Rocky Flats Operational Knowledge). Resumes shall include three (3) references. **Failure to demonstrate the required access authorizations (Q or Top Secret) and Rocky Flats Operational Knowledge will result in the Offeror's proposal being removed from further consideration.** Any information provided beyond the three (3) page limit will not be evaluated. Upon award, the Key Personnel will become part of the Clause H.22 entitled Key Personnel.

Offerors are advised that the Government may contact any or all references and other sources including those not provided by the Offeror. The Government reserves the right to use any information received as part of its evaluation of the Key Personnel.

#### **(b) Understanding of Technical Requirements**

The proposal shall delineate the Offeror's overall approach to the performance of all Tasks and Subtasks as described in Section C and how it shall accomplish the assigned

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<sup>4</sup> For purposes of this solicitation size, scope, and complexity are defined as: (1) Size is defined as dollar value and duration; (2) Scope is defined as the type of work (e.g. security, records management, scanning, classifier/declassifier, information management, building support, and facility support); (3) Complexity is defined as challenges to successful contract performance.

work in a timely, comprehensive, successful and safe manner. The proposal shall demonstrate the Offeror's understanding/assessment of the work requirements identified in the PWS by Task/subtask, the Offeror's business and technical approach to performance of this type of work, the Offeror's demonstrated knowledge of the actions necessary to accomplish those work requirements in a timely, comprehensive, successful manner and the Offeror's demonstrated knowledge and ability to plan the work and obtain all necessary documents, personnel and other resources to accomplish the work in an acceptable manner. At a minimum, include a discussion of the following:

1. Security
  - a. Personnel Security
  - b. Physical Security
  - c. Information Security to include Classification/declassification and the handling thereof
2. Records Management
  - a. Service Request Administration and Records Searches
  - b. Document/Record Maintenance, Retention Scheduling, and Disposition
  - c. Scanning Project Technical Approach\*\* – Offeror's detailed approach to scanning of records (conversion to electronic media to include metadata)
    - i. approach to scanning
    - ii. planning,
    - iii. scheduling, and
    - iv. work execution

\*\*Note: Scanning Project Technical Approach Minimum Requirements for Volume II of the proposal.

- General Description of Scanning and Capture Devices Proposed
- General Description of Server Hardware and Server Operating Systems and DBMS (if any) to be used for processing and storage of scanned material
- Provide a general description on the approach to obtain the image characteristics set forth in the NARA Technical Guidance - *"Expanding Acceptable Transfer Requirements: Transfer Instructions for Existing Permanent Electronic Records Scanned Images of Textual Records"*.
- Provide a general description of the preparation of the documents for scanning – including reassembly of originals to maintain relationship with cover pages that contain classification markings, records description, records scheduling assessment and prep, etc.
- Descriptive systems – data standards, metadata schema, encoding schema, minimum suggested metadata/coded fields, controlled vocabularies, etc.
- Access to digital resources – delivery system, integrating images and metadata
- IT infrastructure – determine system performance requirements, hardware, software, database design, networking, data/disaster recovery, etc.

- Scanning Project Quality Assurance - Provide a general description on the method for project evaluation, monitoring and progress reporting and evaluation of use of quality of the digital assets created.
  - Provide a general description for the digital preservation and long-term management and maintenance of images and metadata, including system backup and restore capabilities.
  - Provide a general description of the Project Management approach – plan of work, budget, procedures used, training, records handling guidelines, work space, oversight and coordination of these aspects.
3. Information Resource Management
  4. Building Support
  5. Facility maintenance

As it relates to contractor employees performing work under Tasks 1, 2, 3B, 4, and 5 (non-Key Personnel), the contractor shall provide Employee Qualification sheets that contain; (1) the prospective employee's name; (2) current security clearance level (to include agency and date clearance granted/continued); and (3) one paragraph describing the prospective employee's qualifications. The Employee Qualification sheets shall be limited to one (1) page per employee. Failure to meet this minimum requirement may result in a lower rating. Offers shall demonstrate that employees proposed for Task 3B have Rocky Flats Operational Knowledge<sup>5</sup> and DC/DD experience. Failure to meet this minimum requirement may result in a proposal being rated a weakness.

For the contractor employees performing work under surge Task 3C, DOE expects to need the services of up to 35 DC/DD qualified people with the proper security clearance (see H.25 above) and Rocky Flats Operational Knowledge to begin work at some time during the performance period of this contract and to work full-time from the start date for a period not expected to exceed six months. Offerors should demonstrate how they intend to fill this surge requirement in a timely, comprehensive and acceptable fashion.

### **(c) Relevant Experience**

The Offeror shall describe corporate experience in performing relevant work similar in size, scope, and complexity to that described in the PWS. The Offeror shall submit information regarding its experience as well as relevant experience of any proposed major subcontractors (40% or more of the total estimated price) and, if a newly formed entity, the experience of each of the parent organizations or LLC members. The experience information for each of the referenced contracts shall identify the portion of the work that (*size, scope and complexity*)<sup>6</sup> performed by the offeror under each reference contract. For example, if the offeror was a partner company in an LLC or major subcontractor during performance of the referenced contract, then the Offeror shall identify the portion of work the Offeror performed as a partner company or major subcontractor during the referenced contract. In addition to the historical information described above, the Offeror shall also clearly identify and define the portion of work to be performed by each entity (Offeror, major subcontractors, and/or member of joint ventures or LLC) under the Offeror's proposed approach to complete the work identified

<sup>5</sup> See Footnote 1 for Rocky Flats Operational Knowledge definition

<sup>6</sup> See Footnote 2 for Size, Scope, and Complexity definition



in the PWS for this solicitation. The Offeror shall provide information for three (3) contracts for the Offeror and three (3) contracts for each proposed major subcontractor. If the Offeror is a newly formed entity, such as a joint venture or LLC, the Offeror shall provide information for three (3) contracts for each of the members of the joint venture or LLC. Preference should be given to the following in descending order of precedence (1) DOE contracts, (2) Other Federal government contracts (3) State/Local government contracts (4) public or private contracts under which relevant experience has been demonstrated. These contracts shall have been completed within the last five (5) years or currently ongoing. In addition, the Offeror shall provide the contract number; issuing entity; contract cost/price; contract type, contact name, address, and phone number; and duration of the contract. The Offeror shall provide examples where the Offeror used corporate capability to provide support and problem-solving resources, experience in working with stakeholders. Relevant experience includes, but is not limited to: security, records management, scanning of documents, information resource management, building support, and facility management. Offerors shall discuss experience managing complex projects that include: contract administration; development and implementation of project strategies, plans, critical path analyses, status tracking and reporting; corporate support to facility operations; and recognized accomplishments, awards, professional licenses, and certifications.

**(d) Relevant Past Performance**

The Offeror, any proposed major subcontractor, and each member of the joint venture or LLC, shall:

- (a) Submit a written Relevant Past Performance Reference Form (Section L, Attachment L.3 Part 1) for those contracts specified above in Relevant Experience. The form shall also clearly identify and define the portion of work to be performed by each entity (Offeror, major subcontractors, and/or member of joint ventures or LLC) under the Offeror's proposed approach to complete the work identified in the PWS for this solicitation.
- (b) Submit a written Relevant Past Performance Reference Form (Section L, Attachment L.3 Part 1) for contracts terminated (partially or completely) for default or convenience within the past three (3) years, including dollar amount of contract, brief description of PWS and reason for termination, sponsoring agency, contract number, and name and telephone number of the Contracting Officer.
- (c) Provide the Relevant Past Performance Questionnaire (Section L, Attachment L-3 Part 2) to each of the clients for the contracts identified in Relevant Experience. The Offeror will request that the clients return the Relevant Past Performance Questionnaire directly to the address identified in the Relevant Past Performance Questionnaire. The Offeror shall request that the references return the Relevant Past Performance Questionnaire directly to the CO in a sealed envelope. The sealed envelope shall then be signed by the reference across the seal to ensure validity and submitted to the Contracting Officer as soon as possible, but by the date set for receipt of proposals. When corresponding with clients regarding the Relevant Past performance Questionnaire, Offerors may utilize the sample Client Authorization Letter in Section L Attachment L-4.

Offerors are advised that Relevant Past Performance information received more than

3 days after the closing date of this solicitation may not be considered in the evaluation process. Offerors are advised that: (1) the Government may contact any or all references in the proposal and any third parties and (2) DOE reserves the right to use any such information received as part of its evaluation of the Offeror.

## **L.05 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III: COST/PRICE PROPOSAL**

- (a) The Offeror shall prepare its cost proposal in accordance with the instructions in this section. All cost information shall be included in Volume III of the proposal. None of the cost information contained in Volume III should be included in the technical information provided in Volume II.
- (b) All pages in the Volume III Cost Proposal, including forms, tables, and exhibits must be numbered and identified in a volume table of contents. The cost proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. In addition to the paper copy, Offerors shall include an electronic copy in Microsoft® Excel format. **There is no page limitation on the cost volume.**
- (c) Offerors shall propose an amount for each CLIN and Sub-CLIN (to include Overtime T&M rates) identified in Section B for the basic period and each option period. Offerors shall enter the proposed amounts in Section B and submit in Volume I of the proposal. Offerors shall use the government-estimated amount for CLINs 00008, 00016, 00024, 00032, and 00040 in preparing their cost proposals.
- (d) The Contracting Officer has determined that certified cost or pricing data is not required for this solicitation. However, in accordance with FAR 15.403-1(b) and 15.403-3(a), information other than cost or pricing data is required to determine if the proposed costs are reasonable, and reflect a clear understanding of the solicitation requirements and the PWS. If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine price reasonableness, none of the exceptions in FAR 15-403-1 apply, and if discussions are required, the Offeror may be required to submit cost or pricing data.
- (e) Offerors may submit the information in their own proposal format, provided the information contains the following:
  - CLINs 00001, 00009, 00017, 00025, and 00033 – Security
  - CLINs 00002, 00010, 00018, 00026, and 00034 – Document/Record Management
  - CLINs 00004, 00012, 00020, 00028, and 00036 – Classification/Declassification Activities
  - CLINs 00006, 00014, 00022, 00030, and 00038 – Information Resource Management
  - CLINs 00007, 00015, 00023, 00031, and 00039 – Building Support

Information for the above firm fixed price CLINS shall identify the employee(s)/position(s), labor hours, and price. If option period prices are based on other than straight escalation, provide the above information for each period. If based on straight escalation, identify the escalation rate and the basis for that rate.

CLINs 00003, 00011, 00019, 00027, and 00035 – Record Creation & Media

### Scanning

Information for the above firm fixed unit prices CLIN shall identify the price for each subCLIN. Offerors are reminded that the proposed unit prices include all cost of producing the completed and accepted record and related scanning to include development of the software solution, labor, equipment (acquisition, placement, maintenance, repair, replacement, and removal from the secure environment), materials, unaccepted work, and profit. If option periods are based on other than straight escalation, provide the above information for each period. If based on straight escalation, identify the escalation rate.

### CLINs 00005, 00013, 00021, 00029, and 00037 – Surge Capability for Task 3

Information for the above T&M CLIN shall identify the employee(s) (if identified), position(s), and the proposed hourly labor rate (fully burdened, including profit). If option periods are based on other than straight escalation, provide the above information for each period. If based on straight escalation, identify the escalation rate.

CLINs 00008, 00016, 00024, 00032, and 00040 – Other Direct Cost (Overtime, Training, Travel, Additional Equipment and Software). The government has estimated an amount as shown in Section B. No additional information is required.

- (f) Transition Cost: Effective at the time of contract award, the contractor will be given a 90 day transition period to become fully operational. This period will facilitate the smooth transition of tasks from one contractor to the next and ensure continuity of services as referenced in H.27. For purposes of cost proposal preparation, the Offeror shall include a Cost Reimbursable (No Fee) Not To Exceed value for CLIN 00041 – Transition Costs.
- (g) The Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address and telephone number of the Cognizant Administrative Contracting Officer (CACO) and the cognizant Defense Contract Audit Agency (DCAA), if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost Proposal.
- (h) In accordance with FAR 52.217-5 EVALUATION OF OPTIONS (JULY 1990), Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

## **L.06 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Fixed Price contract as a result of this solicitation.

**L.07 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006) (As Modified by DEAR 952.233-2)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

David P. Hills  
U.S. Department of Energy  
EM Consolidated Business Center  
250 East Fifth Street, Suite 500  
Cincinnati, OH 45202

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause:

U.S. Department of Energy  
Assistant General Counsel for Procurement and Financial Assistance (GC-61)  
1000 Independence Avenue, SW.  
Washington, DC 20585  
Fax: (202) 586-4546

**L.08 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)**

(a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective Offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the contracting officer for this procurement.

(b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.).

**L.09 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)**

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in DEAR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the contracting officer prior to filing a protest.

Any contract awarded as a result of this solicitation will contain Part I - The Schedule; Part II - Contract Clauses; and Part III, Section J - List of Documents, Exhibits and Other Attachments.

All envelopes, packages and/or boxes containing proposals shall be marked with the following:

From: \_\_\_\_\_  
\_\_\_\_\_

Solicitation No.: **DE-SOL-0000222**

**May 07, 2009**  
(Date)

(b) Hand-carried Proposals. If the Offeror elects to forward the proposal by means other than the U.S. Mail, he assumes the full responsibility of insuring that the proposal is received by the date and time specified. Such proposals shall be marked, closed, and sealed as if for mailing. All hand-carried packages shall be delivered between the hours 8:00 am and 4:00 p.m. workdays by **May 07, 2009**. Deliver to:

Solicitation No.: **DE-SOL-0000222**

(c) All proposals are due NO LATER THAN **4:00 PM Eastern Standard Time on May 07, 2009**. (CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, modifications, and withdrawals of

proposals.)

- (d) If the Offeror elects to forward the offer by means other than the U.S. mail, it assumes the full responsibility of ensuring that the offer is received at the place and by the date and time specified in this solicitation. Such proposals must be closed and sealed as if for mailing.

**L.12 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION**

The North American Industry Classification System (NAICS) Code size standards are as follows:

<b>NAICS</b>	<b>Description</b>	<b>Size Std.</b>
<b>561110</b>	<b>Office Administrative Services</b>	<b>\$7 million</b>

**L.13 NUMBER OF AWARDS**

FAR 52.216-27 Single or Multiple Awards (Oct 1995)

The Government intends to award a single contract under this solicitation.

**L.14 FALSE STATEMENTS**

Offers must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**L.15 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS**

This solicitation does not commit the government to pay any costs incurred in the submission of any proposal or bid; in making necessary studies or designs for the preparation thereof, or to acquire or contract for any services.

**L.16 RESPONSIBLE PROSPECTIVE CONTRACTORS**

The general and additional minimum standards for responsible prospective contractors set forth at FAR 9.1 and DEAR 909.104-3(e) apply. The Government may use one or more methods available to determine contractor responsibility.

**L.17 INFORMATION CONCERNING AWARD**

Written notice to unsuccessful Offerors or Bidders and contract award information will be promptly released in accordance with applicable FAR or DEAR parts.

**L.18 ACCESS TO CLASSIFIED MATERIAL**

Performance under the proposed contract will involve access to classified material. The Offeror shall be required to have necessary security clearances for personnel who will have access to classified material.

**L.19 DISPOSITION OF PROPOSALS OR BIDS**

Proposals or bids will not be returned (except in the case for timely withdrawals) and will be appropriately dispositioned.

**L.20 AUTHORIZED NEGOTIATORS**

The Offeror or Bidder represents that the following persons are authorized to negotiate on

its behalf with the government in connection with this solicitation:

---

Name	Title	Organization	Telephone No.
------	-------	--------------	---------------

**L.21 QUESTIONS**

Questions and comments concerning this RFP shall be submitted via e-mail to BOTH david.hills@emcbc.doe.gov and michael.sedgebeer@emcbc.doe.gov. All questions must be submitted within 7 calendar days of the release of the RFP. Questions submitted after that date may not allow the Government sufficient time to respond.

**L.22 RESTRICTIONS ON OFFEROR CONTACTS WITH EMPLOYEES OF INCUMBENT CONTRACTOR**

No on-site contacts of any kind with employees of the current incumbent contractor are permitted related to this solicitation. Contacts with employees regarding future employment are permitted; however, such contacts and interviews must take place outside the normal working hours of such employees and at off-site locations.

**L.23 LIST OF SECTION L ATTACHMENTS**

**Attachment No. Description**

L-1 Intention to Propose Notification  
 L-2 Proposal Cover Form  
 L-3 Relevant Past Performance Forms  
 L-4 Client Authorization Letter  
 L-5 Authorization to Release Information Form  
 L-6 Proposal Ground Rules and Assumptions  
 L-7 Summary FOCI Data Sheet  
 L-8 Representative of Foreign Interest Statement

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**ATTACHMENT L-1**

**INTENTION TO PROPOSE NOTIFICATION**

To: David P. Hills  
U.S. Department of Energy  
EM Consolidated Business Center  
250 East Fifth Street, Suite 500  
Cincinnati, OH 45202

david.hills@emcbc.doe.gov

Solicitation No.: **DE-SOL-0000222**

FROM: \_\_\_\_\_  
(Firm's Name)  
\_\_\_\_\_  
(Authorized Signature and Date)  
\_\_\_\_\_  
(Typed/Printed Name and Title)  
\_\_\_\_\_  
(Address)  
\_\_\_\_\_  
(City, State, ZIP Code)  
\_\_\_\_\_  
(Telephone No.)

Please be advised that \_\_\_\_\_ [ ] does  
[ ] does not plan to submit a proposal to the U.S. Department of Energy in response to  
Solicitation No. **DE-SOL-0000222**



**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**  
**ATTACHMENT L-2**

**PROPOSAL COVER FORM**

**PROPOSAL TO**

U.S. Department of Energy  
David P. Hills  
EM Consolidated Business Center  
250 East Fifth Street, Suite 500  
Cincinnati, OH 45202

1. IN RESPONSE TO: RFP NO. DE-SOL-0000222
2. PROPOSAL DUE DATE: 4:00 p.m. Eastern Standard Time on **April 17, 2009**
3. THIS PROPOSAL CONSISTS OF THE FOLLOWING:

<u>PROPOSAL PART NO</u>		<u>EXCEPTIONS OR DEVIATIONS TAKEN</u>		
		<u>YES NO (CIRCLE ONE)</u>		
1	Offer and Other Documents	YES	NO	N/A
2	Technical Proposal	YES	NO	N/A
3	Cost and Price Proposal	YES	NO	N/A

4. OFFER AND ACCEPTANCE PERIOD

THE UNDERSIGNED OFFERS AND AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN 180 CALENDAR DAYS FROM THE DATE DESIGNATED FOR RECEIPT OF OFFERS, TO FURNISH THE ITEMS AND/OR SERVICES IN ACCORDANCE WITH THE ABOVE RFP ATTACHMENTS AND THIS PROPOSAL.

5. OFFEROR'S NAME, ADDRESS AND TELEPHONE NUMBER:

NAME \_\_\_\_\_

STREET: \_\_\_\_\_

CITY, STATE & ZIP CODE: \_\_\_\_\_

COUNTY: \_\_\_\_\_ TELEPHONE NUMBER (\_\_\_\_\_) \_\_\_\_\_  
Area Code

6. NAME & TITLE OF PERSON AUTHORIZED TO NEGOTIATE (TYPE OR PRINT):

\_\_\_\_\_

7. NAME & TITLE OF PERSON AUTHORIZED TO SIGN (TYPE OR PRINT):

\_\_\_\_\_

8. SIGNATURE: \_\_\_\_\_ 9. DATE OF OFFER: \_\_\_\_\_

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****ATTACHMENT L-3****RELEVANT PAST PERFORMANCE FORMS PART 1****Relevant Past Performance Information Form For (Name of Company/Offeror)**

1. Complete Name of Customer
2. Current Customer Address and Telephone Number
3. Contract Number and Type of Contract
4. Date of Contract Award
5. Date Work Commenced
6. Date Work Ended
7. Initial Contract Price/Cost and Fee
8. Final Amount Invoiced/Amount Invoiced to l
- 9a. Technical Point of Contact (include address : telephone number)
- 9b. Contracting Point of Contact (include address and telephone number)
10. Activity Title
11. Description of Activity (In terms of Size, Scope, and Complexity)
12. Description of Problems and Conflicts Encountered

## 13. Current Status of Contract (choose one)

- ☐ Work Continuing, On Schedule
- ☐ Work Continuing, Behind Schedule
- ☐ Work Completed, Litigation Pending or Underway
- ☐ Work Completed, No further Action Pending or Underway
- ☐ Work Completed, Routine Administrative Action Pending or Underway
- ☐ Terminated for Convenience
- ☐ Terminated for Default
- ☐ Other (explain):

## 14. Security –

a. List any suspected or confirmed cyber security or physical security incidents involving Personally Identifiable Information (PII) within the past three years.

b. List any other security related incidents within the past three years

## 15. Percentage of the contract performed and the percentage of contract to be performed.

**If more space is needed for item 14 attach additional pages.**

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**ATTACHMENT L-3**

**RELEVANT PAST PERFORMANCE FORMS PART 2**

**RELEVANT PAST PERFORMANCE QUESTIONNAIRE**

Name of Contractor: \_\_\_\_\_

0=Unsatisfactory, 1=Poor, 2=Satisfactory, 3=Good, 4=Excellent, NA=Not Applicable, DK=Don't Know
---

How well did the contractor adhere to contract delivery  
schedules/response times/cost estimates/budgets?      0   1   2   3   4   NA   DK

How well did the contractor submit reports that were of  
good quality?      0   1   2   3   4   NA   DK

How well did the contractor submit reports on-time?      0   1   2   3   4   NA   DK

How effective was the Performance Work Statement  
executed by the contractor in a consistently high quality  
manner?      0   1   2   3   4   NA   DK

How effective was the contractor in subcontract  
management?      0   1   2   3   4   NA   DK

How effective was the contractor's corporate office in  
supporting your contract?      0   1   2   3   4   NA   DK

How effective was the contractor in working with  
regulators, stakeholders, organized labor, community  
groups, and other interested persons?      0   1   2   3   4   NA   DK

How effective was the contractor in allocating and  
directing personnel and resources?      0   1   2   3   4   NA   DK

Would you select this contractor again?      Yes\_\_\_\_\_      No\_\_\_\_\_

Remarks:

Respondent: Please fill in the following table:

Item	Fill-In
Your Name	
Title	
Organization Name	
Organization Address (including City, State, ZIP)	
Telephone Number (w/area code)	
Facsimile Number (w/area code)	
e-mail address	

**Please mail to**

U.S. Department of Energy  
David P. Hills  
EM Consolidated Business Center  
250 East Fifth Street, Suite 500  
Cincinnati, OH 45202

IN RESPONSE TO: RFP NO. DE-SOL-0000222

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**ATTACHMENT L-4**

**CLIENT AUTHORIZATION LETTER**

(optional)

Dear "Client":

We are currently responding to the Department of Energy (DOE), Environmental Management Consolidated Business Center, Request For Proposal No. DE-SOL-0000222 for the procurement of Classification, Records & Information Management, and Facility Management Services. DOE is placing increased emphasis in its procurements on Relevant Experience and Relevant Past Performance as a source selection factor. DOE has asked that current or former clients of Offerors responding to its solicitation be identified so that DOE can contact them. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries.

We have identified Mr/Ms. \_\_\_\_\_ of your organization as the point of contact based on their knowledge concerning our work. Your cooperation is appreciated.

Any questions may be directed to: \_\_\_\_\_

Sincerely,

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****ATTACHMENT L-5****AUTHORIZATION TO RELEASE INFORMATION FORM**

In order for the Government to efficiently conduct the evaluation of proposals under a Government contract competition, it is imperative the Government has the ability to freely communicate all issues regarding a company's proposal, including Relevant Past Performance of a proposed major subcontractor, teaming partner or key person, with authorized negotiators of the entity submitting the contract proposal. This authorization form is executed expressly for that purpose. The information that is communicated to the negotiators shall relate specifically to the evaluation and award of a contract under Government solicitation number DE-SOL-0000222.

WHEREAS, (insert name of Offeror) has indicated its intent to submit a proposal in response to Government solicitation number DE-SOL-0000222; and

WHEREAS, I have authorized the above named company to propose (insert name of company) as a subcontractor or teaming partner in response to the above referenced solicitation, I hereby authorize representatives of the United States Government to release to, and discuss with, authorized negotiators of the above named Offeror any information provided in this proposal or otherwise obtained by the Government's as it may relate to the evaluation and award of a contract resulting from the above referenced solicitation.

---

(Typed/Printed Name of Individual)

---

(Typed/Printed Name of Company)

---

(Signature of Individual)

---

(Signature of Authorized Representative of Company)

---

Date

---

Date

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **ATTACHMENT L-6**

#### **PROPOSAL GROUND RULES AND ASSUMPTIONS**

The following Proposal Ground Rules and Assumptions are meant to provide insight into the requirements, interfaces, resources, qualified personnel, and factors that influence the complexity of tasks (i.e. security, safety, and stringent performance constraints) defined in Sections A-J. The Proposal Ground Rules and Assumptions may assist the contractor in framing its proposal however, they are not meant to be “how to” solutions, they are not all inclusive, and they are for information only. The offeror has the flexibility to propose different solutions than those identified below.

1. Effort for Task 1 typically will not exceed one (1) full time equivalent.
2. Effort for Subtasks 2.1 and 2.2 combined typically will not exceed one (1) full time equivalent.
3. Effort for Task 4 typically will not exceed one (1) full time equivalent.
4. Effort for Task 5 typically will not exceed one (1) full time equivalent.
5. Sub Task 2.3 - Scanning:

Scanned Documents may be housed on a stand alone server or multiple servers. These servers shall remain within the confines of the Vault Type Room. These servers can be government furnished or contractor furnished (see GFE list below). Volume II shall state which approach is priced.

Software Development - May consist of an off-the-shelf solution or an internally developed product specific to this project or some combination of those approaches.

Hardware/Software System shall be self contained and operated entirely within the confines of an approved Exclusion Area commonly referred to as a Vault Type Room and shall not be accessible in any way by external data systems including the internet. The hardware/software system can be government furnished or contractor furnished (see GFE list below). Volume II shall state which approach is priced.

Certain documents or media may not be of a quality or format to support scanning and/or other conversion to electronic format and thus require only the inclusion into the unclassified index. Certain documents will be stapled/bound and/or on onion skin paper not suitable for high speed scanning.

Any additional equipment and or software the contractor determines to be appropriate for scanning shall be proposed as contractor purchased.

Digital photography may be used as an accepted means of capturing to electronic media, oversize documents or media such as drawings, blueprints or large print photographs. The use of such equipment shall be in accordance with DOE policy and procedures. The reduction of ACREM must be considered when using digital photography to capture and complete scanning of oversize document.



- While it is recognized that digital photography is not currently allowed in the Exclusion Area of Bldg 55, the use of photographic equipment to perform operations in an EA is not prohibited by DOE Order. In all instances, the development of the Scanning Project will require the completion of the specific Cyber Security Plan. It will also likely require a modification to the existing Facility Security Plan.
- Proposed introduction and use of a digital camera in an Exclusion Area while generally prohibited can be authorized by DOE line management if the camera is considered operationally essential, the camera is Government owned, and a documented risk analysis identifying vulnerabilities associated with its use together with countermeasures to mitigate those risks are identified. Proposed mitigation actions would include: exclusive utilization in the Exclusion Area, i.e. once the camera is taken into the Exclusion Area it would never leave the Exclusion Area until it was destroyed and cleared for disposal; the camera would be distinctively marked; any memory storage devices used with the camera would be considered/handled as ACREM; and when not in approved use, the camera would be locked in a safe or cabinet. The Facility Security Plan would need to be revised to identify this approved use of a controlled article. Prior to the introduction of any digital photography equipment into the Building 55 Exclusion Area, a deviation would have to be prepared in accordance with Section M of DOE M 470.4-1, Change 1. The deviation would have to be submitted to the DOE Savannah River Operations Office for approval (as the Cognizant Security Authority for Building 55), with 30 days advance notice to both the Office of Environmental Management (EM-3.1) and the Office of Health, Safety, and Security.

6. Subtask 2.3 Government Furnished Equipment (GFE)

Below is a list of government furnished equipment that is available for use in scanning:

- Four (4) Dell Optiplex 755 Standard Desktop Workstations w/ keyboard, mouse and speaker module.
- One Bell & Howell Copy Scan 8000 High Speed Scanner
- One Copy of Ascent Capture Software
- One Fujitsu fi-6240 High Performance Color Scanner
- Four (4) copies of Adobe Acrobat 9 Software
- One (1) Dell PowerEdge 2950 Server
- One (1) standard height Dell Server Rack
- Eight (8) Dell 19" Widescreen Flat Panel LCD Monitors
- Four (4) CCD Barcode Scanners model AS8110 with one (1) six (6) port network hub
- One (1) ScanPro 1000 Microfiche, Microfilm, and Aperture Card scanner
- One (1) Fujitsu M4097D Flatbed Scanner (11.7" x 17")

THE CONTRACTOR MAY BID SUBTASK 2.3 UTILIZING ALL, SOME, OR NONE OF THE ABOVE LISTED ITEMS. Volume II of the contractor's proposal should reflect how much of the GFE the contractor plans to use. Regardless of which approach is taken, the contractor shall be responsible for maintenance and upkeep of all scanning

equipment through the life of the contract. The associated costs of this maintenance shall be factored into the Firm Fixed Price per unit for CLIN 00003, 00011, 00019, 00027, and 00035.

7. Subtask 3.1 An experienced DC/DD that received training/appointment from a U.S. Government agency will be considered in lieu of DOE training/appointment for proposal evaluation purposes. This does not relieve the contractor of the requirement to get DOE DC/DD trained and get a DOE DC/DD appointment. The contractor will be given 90 days after contract award to accomplish the required training and appointment.

8. E. DELIVERABLES

See the EMCBC website: [http://www.emcbc.doe.gov/Rocky\\_Flats/](http://www.emcbc.doe.gov/Rocky_Flats/) for sample monthly report spreadsheet that shall be used when developing the monthly report described in Section C paragraph "E. DELIVERABLES"

9. GENERAL

- (a) An individual possessing a current (active) Top Secret clearance issued by a U.S. Government agency that is based upon the requisite Single Scope Background Investigation (SSBI) or Single Scope Background Investigation – Periodic Reinvestigation (SSBI-PR) which is not more than 7 years old is likely to be eligible for a DOE Q clearance based upon a reciprocal recognition of the existing clearance. The ability of the DOE to grant a Q clearance based upon the above circumstances also assumes the DOE is not already aware of substantial information indicating that the standards of Executive Order 12968 may not be met with respect to the Q clearance applicant's current clearance. The DOE's practices regarding reciprocal recognition of existing clearances is contained in DOE N 470.4, Reciprocal Recognition of Existing Personnel Security Clearances/Access Authorizations.
- (b) Additional information on EMCBC Corporate Resource Activity Requests can be found at the EMCBC website: [http://www.emcbc.doe.gov/Rocky\\_Flats/](http://www.emcbc.doe.gov/Rocky_Flats/)
- (c) The incumbent contractor provided below is currently providing similar tasks under contract DE-AC09-05RF02110.

PMTech, Inc.  
6355 Ward Street  
Arvada, CO 80004

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****ATTACHMENT L-7****SUMMARY FOCI DATA SHEET**

PROVIDE RESPONSES TO THE QUESTIONS IDENTIFIED BELOW: (SUPPLEMENTAL PAGES MAY BE ATTACHED TO PROVIDE COMPLETE AND ACCURATE RESPONSES.)

1. Type of business structure: ☐ corporation; ☐ college/university; ☐ limited liability company; ☐ sole proprietorship; ☐ limited partnership; ☐ general partnership; ☐ other
2. Exact name as specified in charter: \_\_\_\_\_
3. All other names used (i.e. dba [doing business as], aka [also known as]): \_\_\_\_\_
4. State or other jurisdiction of incorporation or organization: \_\_\_\_\_
5. Date of incorporation or organization: \_\_\_\_\_
6. Stock ownership: ☐ privately held, ☐ publicly traded.
  - a.) Class(es) of stock: \_\_\_\_\_
  - b.) Number of shares authorized of each class of stock: \_\_\_\_\_
  - c.) Number of shares issued of each class of stock? \_\_\_\_\_
  - d.) Explain difference(s) between each class of stock, to include voting rights: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
  - e.) Is cumulative voting authorized? ☐ YES ☐ NO
7. Current physical address for the principal executive offices, individual point of contact and phone number for FOCI matters and the organization's facility security officer and phone number.  
 Physical Address: \_\_\_\_\_  
 Facility Security Officer: \_\_\_\_\_  
 Telephone: \_\_\_\_\_
8. List all company names and/or address changes, and the date(s) of such change(s), for the principal executive offices during the past 10 years. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
9. Legal name(s) of all tier parent organizations, if applicable. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

10. Provide the current number of members of the company's Board of Directors, to include identification by name of the Chairman of the Board, if applicable. \_\_\_\_\_

\_\_\_\_\_

11. Will any parent organizations be performing work requiring access authorizations? \_\_\_\_ If so, identify by legal name the parent organization(s) name. \_\_\_\_\_

\_\_\_\_\_

12. Does your organization or any parent organization maintain DOD facility clearances? \_\_\_\_ If yes, please provide the DOD cage code(s). \_\_\_\_\_

\_\_\_\_\_

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**  
**ATTACHMENT L-8**

**REPRESENTATIVE OF FOREIGN INTEREST STATEMENT**

(To Be Filled In If Applicable)

Name of the foreign interest: \_\_\_\_\_

Address of the foreign interest: \_\_\_\_\_

Nature of business of foreign interest and the products/services involved. If the products/services are strictly commercial in nature or if there can be military application: \_\_\_\_\_

Full details of ownership or affiliation with the foreign interest: \_\_\_\_\_

The specific relationship between the foreign interest and the United States organization: \_\_\_\_\_

Your job titles and specific duties with the foreign interest: \_\_\_\_\_

Percentage of time devoted to foreign interest: \_\_\_\_\_

Percentage of U.S. organization's revenues and net income derived from foreign firm during the U.S. organization's most recently closed accounting year: \_\_\_\_\_

Name and address of all U.S. facilities where you hold or are in process for an access authorization: \_\_\_\_\_

The nature of business of all U.S. organizations and the products/services involved: \_\_\_\_\_

Summary of duties with the United States organization. Provide detailed information, as well as position title(s): \_\_\_\_\_

Have you ever registered as an Agent of a foreign government as detailed in 18 U.S.C. 219? \_\_\_\_

If so, please provide details: \_\_\_\_\_

**CERTIFICATION:**

I recognize my special responsibility to protect classified information and/or special nuclear material from disclosure to any unauthorized person, foreign, or domestic.

TYPE OR PRINT FULL NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

LEGAL NAME OF CONTRACTOR FACILITY: \_\_\_\_\_

## **Section M - Evaluation Factors for Award**

### **M.01 GENERAL EVALUATION**

Each Offeror's proposal will first be evaluated for responsiveness and eligibility. Eligibility will be principally based upon 8(a) status.

- (a) This acquisition will be conducted pursuant to the policies and procedures in Federal Acquisition Regulation (FAR) Part 15 and Department of Energy Acquisition Regulation (DEAR) Part 915. DOE has established a Technical Evaluation Team to evaluate the proposals submitted for this acquisition.
- (b) The instructions set forth in Section L are designed to provide guidance to the Offeror concerning the documentation that will be evaluated. The Offeror shall furnish adequate and specific information in its response. A proposal will be eliminated from further consideration before the initial ratings if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.
- (c) The Government will not award to an Offeror evaluated as unacceptable for any evaluation Factor.
- (d) Prior to an award, a determination shall be made by the Contracting Officer whether any possible Organizational Conflict of Interest (OCI) exists with respect to the apparent successful Offeror or whether there is little or no likelihood that such conflict exists. In making this determination, DOE will consider the representation required by Section K of this solicitation. An award will be made if there is no OCI or if any OCI can be appropriately avoided or mitigated.
- (e) For the purpose of evaluating information on an Offeror's relevant experience and Relevant Past Performance, an Offeror shall be defined as those companies that have established business arrangements or relationships for this solicitation, including major subcontractors that will perform aspects of the PWS. If the Offeror is a newly formed entity, such as a joint venture or LLC, the Offeror's Relevant Past Performance and experience will be evaluated based on the past performance and experience of the parent entity and/or members of the joint venture or LLC. DOE may contact some or all of the references provided by the Offeror, and may solicit Relevant Past Performance information from other available sources.
- (f) DOE will consider consistency of an Offeror's proposal, related to a specific evaluation factor, and how well that portion of the proposal integrates with other portions of the Offeror's proposal related to other evaluation factors.
- (g) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to seek

information clarifying any element of an Offer prior to award without discussions. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

- (h) Any exceptions or deviations to the terms of the solicitation may make the Offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the contract, the Government may determine the Offeror's proposal to be unacceptable and make an award without discussions to another Offeror that did not take exception to the terms and conditions of the solicitation.
- (i) Federal Law prohibits the award of the contract under a national security program to a company owned by an entity controlled by a foreign government unless the Secretary of Energy grants a waiver. In making this determination, the Government will consider the certifications required by Section K, 952.204-73 FACILITY CLEARANCE.

## **M.02 BASIS FOR CONTRACT AWARD**

The Government intends to award one (1) Contract to the responsible Offeror whose proposal is responsive to the solicitation and determined to be the best value to the Government. Selection of the best value to the Government will be achieved through a process of evaluating the strengths and weaknesses of each Offeror's proposal in accordance with the Evaluation Factors.

In determining best value to the Government, the Technical Evaluation Factors are significantly more important than the Evaluated Price. The Government is more concerned with obtaining a superior Technical and Management proposal than making an award at the lowest Evaluated Price. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Technical proposal over another. The Government will assess the strengths and weakness between or among competing technical proposals indicate from the standpoint of (1) what the difference might mean in terms of anticipated performance; and (2) what the evaluated price to the Government would be to take advantage of the difference. The closer or more similar in merit that Offeror's Technical proposals are evaluated, the more likely the Evaluated Price may be the determining factor.

## **M.03 FAR 52.217-5 EVALUATION OF OPTIONS (JULY 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

## **M.04 OVERALL RELATIVE IMPORTANCE OF TECHNICAL CRITERIA**

DOE will evaluate the proposal information submitted by the Offerors under the four factors below, which are listed in descending order of importance:

- Key Personnel (Personnel performing Tasks 3A and Program Manager)
- Technical Approach
- Relevant Experience
- Relevant Past Performance

Within this descending order of importance Key Personnel is more important than Technical Approach. Key Personnel and Technical Approach combined are significantly more important than the other factors combined. Relevant Experience is more important than Relevant Past Performance.

#### **M.05 TECHNICAL EVALUATION CRITERIA**

The technical proposal will be adjectivally rated and will be evaluated in accordance with the following criteria.

##### **(a) Key Personnel**

The Offeror will be evaluated on the Key Personnel it proposes. The Key Personnel will be evaluated for: current security clearance (to include agency and date clearance granted/continued); experience that is similar in size, scope and complexity to the requirements in the PWS; and qualifications (e.g. education/training, certifications/approvals, and Rocky Flats Operational Knowledge). Failure to demonstrate the required access authorizations (Q or Top Secret) and Rocky Flats Operational Knowledge will result in the Offeror's proposal being removed from further consideration.

##### **(b) Understanding of Technical Requirements**

The proposal will be evaluated to determine the extent of the Offeror's understanding/assessment of the work requirements identified in the PWS, the Offeror's demonstrated knowledge/approach of the actions necessary to accomplish those Tasks requirements in a timely, comprehensive, successful safe manner and the Offeror's demonstrated knowledge and ability to plan the work and obtain all necessary documents, personnel and other resources to accomplish the work in an acceptable manner.

As it relates to contractor employees performing work under Tasks 1, 2, 3B, 4, and 5 (non-Key Personnel), DOE will evaluate the Offeror for Employee Qualifications to include current security clearance level. Employee's qualifications for Task 3B will also be evaluated for Rocky Flats Operational Knowledge<sup>7</sup> and DC/DD experience. Failure to meet this minimum requirement may be deemed a proposal weakness..

For the surge Task 3C requirement, Offerors should demonstrate how they intend to fill this surge requirement in a timely, comprehensive and acceptable fashion. A technical approach displaying a high probability of successful performance will be rated as having a strength; conversely one showing a low probability of successful performance will be rated with a weakness.

##### **(c) Relevant Experience**

DOE will evaluate each Offeror for its corporate experience in performing relevant work similar in size, scope, and complexity<sup>8</sup> to that described in the PWS. DOE will evaluate each Offeror regarding its experience as well as relevant experience of any proposed major subcontractors (40% or more of the total estimated price) and, if a newly formed entity, the experience of each of the parent organizations or LLC members. DOE will also evaluate the Offeror's relevant experience in: security;

<sup>7</sup> See Footnote 1 for Rocky Flats Operational Knowledge definition

<sup>8</sup> See Footnote 2 for Size, Scope, and Complexity definition



records management; scanning of documents; information resource management; building support and facility management.

**(d) Relevant Past Performance**

The Government will evaluate and assess the quality of the Offeror's (including proposed major subcontractors) Relevant Past Performance to determine the degree to which the Relevant Past Performance demonstrates the Offeror's ability to successfully perform the PWS by way of the portion of the work (*size, scope and complexity*<sup>9</sup>) that was performed by the offeror under each reference contract. DOE will evaluate information regarding Relevant Past Performance (if obtained) from independent data as well as data provided by Offerors. If an Offeror is a newly formed entity the Relevant Past Performance of the Offeror's parent organizations or LLC members will be evaluated. In the case of an Offeror without a record of Relevant Past Performance, it shall be evaluated neither favorably nor unfavorably.

**M.06 COST/PRICE PROPOSAL EVALUATION**

Cost/Price will be considered in the determination of best value. DOE will evaluate each Offeror's proposal, using one or more of the techniques defined in FAR 15.404. The Offeror's price proposal will not be point scored or adjectivally rated, but will be evaluated for completeness, price reasonableness, and an Offeror's responsibility and financial capability.

The price reasonableness evaluation will include one or more of the following:

- a. Comparison of the Offeror's "Total Proposed Contract Price" to other Offeror's "Total Proposed Contract Prices";
- b. Comparison of previously proposed prices and previous Government and commercial contract prices with current proposed prices for the same or similar items;
- c. Comparison of proposed prices with independent Government cost estimates;
- d. Analysis to determine if the proposed prices for one or more of the separate items stated in Section B are significantly over or understated;
- e. Use of parametric estimating methods/application of rough yardsticks (such as dollars per pound or per horsepower, or other units) to highlight significant inconsistencies that warrant additional pricing inquiry.
- f. Comparison with competitive published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangements.
- g. Comparison of proposed prices with prices obtained through market research for the same or similar items.

The price evaluation will be based upon the Offeror's "Total Proposed Contract Price"\* which will be calculated using the arithmetic sum of the total proposed prices for the

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<sup>9</sup> See Footnote 2 for Size, Scope, and Complexity definition

items in Section B, inclusive of options, based on the table below.

*NOTE: The quantities estimated in the table below are for proposal evaluation purposes only. CLINs 00003, 00011, 00019, 00027, and 00035 total contractual required minimum and maximum quantities are described in Section B. CLINs 00005, 00013, 00021, 00029, and 00037, total contractual required minimum and maximum quantities are described in Section B.*

**PRICING TABLE:**

CLIN 00001, 00009, 00017, 00025, and 00033 – Total price proposed per year

CLIN 00002, 00010, 00018, 00026, and 00034 – Total price proposed per year

SubCLIN 00003AA, 00011AA, 00019AA, 00027AA, and 00035AA – Proposed unit price multiplied by **3,320** data records per year

SubCLIN 00003BA, 00011BA, 00019BA, 00027BA, and 00035BA – Proposed unit price multiplied by **240,000** (8.5" x 11") pages per year

SubCLIN 00003BB, 00011BB, 00019BB, 00027BB, and 00035BB – Proposed unit price multiplied by **90,000** (11" x 14") pages per year

SubCLIN 00003BC, 00011BC, 00019BC, 00027BC, and 00035BC – Proposed unit price multiplied by **120** photo/oversized pages per year

SubCLIN 00003BD, 00011BD, 00019BD, 00027BD, and 00035BD – Proposed unit price multiplied by **600** Aperture Cards per year

SubCLIN 00003BE, 00011BE, 00019BE, 00027BE, and 00035BE – Proposed unit price multiplied by **3010** Microfiche Images per year

SubCLIN 00003BF, 00011BF, 00019BF, 00027BF, and 00035BF – Proposed unit price multiplied by **4000** Microfilm Images per year

CLIN 00004, 00012, 00020, 00028, and 00036 – Total price proposed per year

SubCLIN 00005A, 00013A, 00021A, 00029A, and 00037A – Proposed hourly price multiplied by 2,500 hours per year (i.e. 500 hours per employee)

SubCLIN 00005B, 00013B, 00021B, 00029B, and 00037B – Proposed hourly price multiplied by 17,500 hours per year (i.e. 500 hours per employee)

CLIN 00006, 00014, 00022, 00030, and 00038 – Total price proposed per year

CLIN 00007, 00015, 00023, 00031, and 00039 – Total price proposed per year

CLIN 00008, 00016, 00024, 00032, and 00040 – Government estimated amount of \$50,000 per year identified in Section B

CLIN 00041 – Total Not To Exceed cost proposed

\*The Total Proposed Contract Price is the total of basic and option periods using above quantities.

The Government may determine an offer is unacceptable if offered prices are significantly unbalanced. In the event of a conflict between the firm fixed unit price and the extended price specified by the Offeror, the unit price will be used to determine the total proposed price for that item.